

# City of Hampton, VA

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)



## **Council Agenda**

**Wednesday, September 10, 2014**

**6:00 PM**

**Council Chambers, 8th Floor, City Hall**

## **City Council**

***Linda Curtis, W. H. "Billy" Hobbs, Jr., Will Moffett, Teresa V. Schmidt, Chris Snead, Donnie R. Tuck, George E. Wallace, Mayor***

### ***Staff:***

***Mary Bunting, City Manager***

***Vanessa T. Valdejuli, City Attorney***

***Katherine K. Glass, CMC, Clerk of Council***

Last Published: 9/5/2014 4:54:52 PM

## **WELCOME TO THE HAMPTON CITY COUNCIL MEETING**

Because of the large number of matters that need consideration, the City Council has established a meeting format and certain guidelines for citizen participation. These help ensure that everyone who wishes to speak can do so, and that the Council can benefit from hearing as many different people as possible in the shortest time. From time to time, It may be in the public's interest to change the format and guidelines, and the Council can do so at its discretion without prior notice.

### **THE ORDER OF BUSINESS**

The Council generally conducts meetings in the following order:

- (1) Call to Order
- (2) Ceremonial Matters
- (3) Consent Agenda
- (4) Regular Business Agenda
- (5) Miscellaneous New Business
- (6) Adjournment

Agenda items are taken up one at a time in the order in which they are listed. Matters on the consent agenda are routine and are adopted by one motion without separate discussion. However, items can be moved from the consent agenda to the regular agenda upon request by a citizen or a member of the Council. Keep in mind that the agenda is for the convenience of the public and the Council, and that it can be altered by the Council at any time without prior notice when the Council considers it in the public's interest to do so.

### **CITIZENS ARE INVITED TO PARTICIPATE**

The City Council has adopted a three (3) minute time limit policy for individuals desiring to address issues before this body. If you wish to address the City Council, please sign in before the meeting on the sign-up sheet located in the rear of Council Chambers. Please include your name and the subject on which you wish to speak, including the docket number if it is an item on the agenda. If you wish to address Council on a non-agenda item, the permission of Council is necessary.

If you are with a group of people, you may want to have a spokesman or two present your position to the Council and have others in agreement recognized by standing. The Council will always try to hear everyone who wishes to speak on a subject, but sometimes discussion has to be limited due to time. If the previous speaker has stated your position, you may make that known by reference (for example, "I agree with the position stated by Mr. Jones and have nothing further to add"). Repetition of positions by more than one speaker often uses more time than necessary.

Speakers are generally limited to one appearance, although Council can allow exceptions at its discretion. If possible, you should speak from prepared remarks to the subject under discussion. Irrelevant comments use others' time and your own and detract from your statements on the matter being considered.

Meetings of the Council are formal proceedings, and all comments are recorded on tape and by stenographer. For that reason, you are requested not to speak from your seat or out of turn. When you are called by the presiding officer, please follow these steps:

- (1) Come forward to the speaker's podium.
- (2) State your name and address
- (3) State your conclusion and give facts and other data to back it up.
- (4) If you represent a group or organization, ask the others to rise and be recognized.
- (5) If you have a written statement, give it and other supportive material to the Clerk for the record.

The above guidelines are intended to encourage the greatest possible participation by citizens at Council meetings. They can be modified at any time by the Council at its discretion and without prior notice.

Thank you for taking your time to participate in the Council meeting. Good government depends on the interest and involvement of you and your fellow citizens. We invite you to return.

## CALL TO ORDER/ROLL CALL

## INVOCATION - Councilman Will Moffett

## PLEDGE OF ALLEGIANCE TO FLAG

## MAYOR'S COMMENTS

## CONSENT AGENDA

### Consent Items

1. **14-0349** Approval of the minutes from the public comment period of May 14, 2014; the afternoon session of May 28, 2014; the public comment period of June 11, 2014; the public comment period of August 13, 2014; and the evening session of August 13, 2014.
2. **14-0353** Ordinance to Amend and Reenact Chapter 33.2 of the City Code of the City of Hampton, Virginia entitled "Stormwater Management" by Amending Section 33.2-8, Exemptions; Section 33.2-12, Water Quality Impact Assessment; and Section 33.2-14, Exceptions to Comply with Amendments to §§ 62.1-44.15, Et Seq. of the Code of Virginia and Other Housekeeping Amendments
3. **14-0357** Resolution Approving the City of Hampton, Virginia's Participation and Appropriation in the 2015 Virginia Homeless Solutions Program Grant Through the Hampton Department of Human Services from the Virginia Department of Housing and Community Development
4. **14-0358** Resolution Appropriating Funds for Uncompleted Capital Projects Funded with General Funds, Stormwater Funds, and Economic Development Funds.
5. **14-0359** Resolution Approving the City of Hampton, Virginia's Participation and Appropriation of the FY2015 Public Safety Answering Point Grant through the Virginia E-911 Services Board
6. **14-0360** Resolution Approving the City of Hampton, Virginia's Participation and Appropriation of the FY2014 Edward Byrne Memorial Justice Assistance Grant through the United States Department of Justice.

7. **14-0361** Resolution Authorizing an Advance of \$1,000,000 to the Parks and Recreation Maintenance Projects and \$75,000 to the Blighted Property Acquisition and Demolition Projects from the City's General Fund Unassigned Fund Balance. The advance funding will be returned to the General Fund Unassigned Fund Balance from the proceeds of the City's 2015 General Obligation Bond Series when issued.
8. **14-0363** Resolution determining Taser International to be the only source practicably available from which to procure a Body Worn Camera System and Evidence Storage System for the Police Division and authorizing the negotiation and execution of a purchase contract with Taser International.
9. **14-0381** Annual Review of the Hampton-Newport News Community Service Board FY15-16 Performance Contract

## **PRESENTATIONS, PROCLAMATIONS, AWARDS**

## **PUBLIC HEARINGS**

### **Rezoning**

10. **14-0370** Zoning Ordinance Amendment 142-2014: by the City of Hampton VA to Amend and Reenact Chapter 17.3 of the Zoning Ordinance of the City of Hampton, Virginia by Amending: Sections 17.3-120 through 17.3-121 and 17.3-123 of Article XVI Entitled, "SPI-IH---Infill Housing District," Pertaining to Development on Substandard Lots in the R-8, R-9, R-11, and R-13 Zoning Districts.
11. **14-0371** Ordinance To Amend And Re-Enact Chapter 2.1 Of The Zoning Ordinance Of The City Of Hampton, Virginia Entitled "Definitions" By Amending Section 2.1-2 Pertaining To The Definition Of Height, Chapter 17.3, Article V Of The Zoning Ordinance of the City of Hampton, Virginia Entitled "Flood Zone District" by amending sections 17.3-31.2, 17.3-32, 17.3-33.1, 17.3-33.2 17.3-33.3, 17.3-34.1, 17.3-34.2, 17.3-34.3, 17.3-34.8 And Adding A New Section 17.3-34.9 Pertaining To Construction Requirements For New Construction And Substantial Improvements For Properties Located Within Flood Zone Districts.
12. **14-0372** Zoning Ordinance Amendment 147-2014: by the City of Hampton VA to Amend and Reenact Chapter 19 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Article III Entitled, "Parking Credits" to Add a New Section 19-9 Pertaining to Parking Exemptions and Reductions in the SPI-IH Infill Housing District.



13. **14-0373** Ordinance to Amend and Reenact Chapter 18.1 Entitled, "Signs" of the Zoning Ordinance of the City of Hampton, Virginia By Amending Section 18.1-13 Pertaining to Nonconforming Signs.
14. **14-0374** Ordinance to Amend and Reenact Chapter 2.1 Entitled, "Definitions" of the Zoning Ordinance of the City of Hampton, Virginia By Amending Section 2.1-2 Pertaining to Adult Care Residences, Families, and Group Homes.
15. **14-0375** Ordinance to Amend and Reenact Chapter 2 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Sections 2-2 Entitled, "Table of Uses Permitted" and 2-3 Entitled, "Additional Standards on Uses" Pertaining to Development Standards for Adult Care Residences, Group Homes, Juvenile Residences, Orphanages, and Shelters.
16. **14-0376** Ordinance to Amend and Reenact Chapter 25 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Sections 25-2 Entitled, "Review Process for Building and Land Disturbing Permits," 25-2.1 Entitled "Physical Property Survey," 25-2.2 Entitled, "Submitted Plans; Exceptions," and 25-2.3 Entitled, "Copy of Plan" Pertaining to the Review Process for Building, Zoning, and Land Disturbing Permits and the Application Materials Required.
17. **14-0377** Zoning Ordinance Amendment 153-2014: by the City of Hampton VA to Amend and Reenact Chapter 1 of the Zoning Ordinance of the City of Hampton, Virginia By Amending Section 1-22 Entitled, "Substandard Lots" Pertaining to Development on Substandard Lots.

#### **Other Public Hearings**

18. **14-0378** FY14 Consolidated Annual Performance and Evaluation Report (CAPER)

#### **Resolutions**

19. **14-0354** Resolution to Create the Fox Hill Townhome Rental Inspection District

#### **Ordinances**

20. **14-0355** Ordinance to Amend and Reenact Chapter 9, Article VIII of the Code of the City of Hampton Entitled "Identification and Inspection of Rental Dwelling Units".

- 21. 14-0368** Ordinance to Amend and Reenact Chapter 35 of the City Code of the City of Hampton, Virginia by Amending: Article I Sections 35-7 Entitled "Exceptions" and 35-13 Entitled, "Master Plan for Phased Subdivisions"; Article II Section 35-23 Entitled, "Contents"; Article IV Section 35-67 Entitled, "Stormwater Drainage System"; and Article V Sections 35-103 Entitled, "Contents" and 35-108 Entitled, "Construction and Maintenance of Public Improvements; Performance Bond in Lieu of Installation; Maintenance Bonds; Release of Bonds," Pertaining to the Citation for the Stormwater Management Chapter in the City Code.
- 22. 14-0369** Ordinance to Amend and Reenact Chapter 35.1 of the City Code of the City of Hampton, Virginia by Amending: Article I Sections 35.1-2 Entitled, "Application and Scope of Chapter; Definitions," 35.1-3 Entitled, "Administration and Enforcement of Chapter," 35.1-7 Entitled, "Exceptions," and Section 35.1-10 Entitled, "Compliance with Other Ordinances"; Article II Sections 35.1-22 Entitled, "Contents of a Site Plan" and 35.1-25 Entitled, "Review of a Site Plan – Approval or Disapproval Generally"; Article III Sections 35.1-41 Entitled, "General Requirements" and 35.1-50 Entitled "Stormwater Management Facilities"; and Article IV Section 35.1-106 Entitled, "Construction and Maintenance of Public Improvements; Performance Bond; Release of Performance Bond," Pertaining to the Citation for the Stormwater Management Chapter in the City Code.
- 23. 14-0356** Ordinance Granting a Franchise to Metro Fiber Networks, Inc. ("Grantee") for the Term and Upon the Conditions Herein Stated to Occupy and Use the Public Streets and Public Alleys in the City of Hampton, Virginia (the "City") to Install, Maintain, Upgrade, Repair, and Remove Cable, Optical Fibers, Wires, Electrical Conductors, Conduits, Subways, Manholes, and Other Equipment and Fixtures of a Telecommunications System in the Corporate Limits of the City of Hampton, Virginia

## GENERAL ITEMS

### Ordinances

- 24. 14-0352** Ordinance To Amend And Reenact Chapter 5 Of The Code Of The City Of Hampton, Entitled "Animals", Article II "Agricultural Animals" By Amending Section 5-24.1(a) To Increase The Number Of Chickens Permitted On Lots With A Single Family Residence As The Primary Use From Four To Up To Six Chickens

**Resolutions**

25. **14-0350** Resolution Approving a Governor's Development Opportunity Fund Performance Agreement by and Among the City of Hampton, Virginia (the "City"), the Economic Development Authority of the City of Hampton (the "Authority") and Howmet Castings & Services, Inc. ("Howmet"); Approving a Grant of City Funds to the Authority to Match and Supplement the Governor's Opportunity Fund; and Transferring Proceeds Received From the Governor's Development Opportunity Fund Grant to the Authority.

**Appointments**

26. **14-0348** to consider an appointment to the Grievance Board
27. **14-0365** to consider an appointment to the Hampton Parking Authority
28. **14-0366** to consider appointments to the Golf Course Advisory Committee
29. **14-0367** to consider an appointment to the Finance Committee
30. **14-0380** to consider an appointment to the Arts Commission.
31. **14-0246** to consider the appointment of council liaisons to various Boards, Commissions and Committees.

**REPORTS BY CITY MANAGER, CITY COUNCIL, STAFF, COMMITTEES****MISCELLANEOUS NEW BUSINESS****PUBLIC COMMENT****ADJOURNMENT****Contact Info:**

Clerk of Council, 757-727-6315, [council@hampton.gov](mailto:council@hampton.gov)



**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0349**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

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File Number: **14-0349**

Request Number: **R-2014-00377**

File Type: **Minutes**

Department: **Clerk of Council**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

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Created By: **Katherine K. Glass, CMC**

Phone:

Requestor: **Katherine K. Glass**

Phone: **757-727-6315**

Presenter: **N/A**

Phone:

Title: **Approval of the minutes from the public comment period of May 14, 2014; the afternoon session of May 28, 2014; the public comment period of June 11, 2014; the public comment period of August 13, 2014; and the evening session of August 13, 2014.**

Action Requested: **Approve minutes**

Estimated Time: **5 minutes**

Indicators:

Advertised:

Fiscal Notes:

Attachments:

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Date	Acting Body	Action
9/2/2014		Received By Clerk's Office

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BRIEF BACKGROUND STATEMENT:



City of Hampton, VA

Agenda Review

File Number: 14-0353

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0353

Request Number: R-2014-00382

File Type: Ordinance - Coded

Department: City Attorney

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective: 9/10/2014

Status: Received By Clerk's Office

Created By: Christina Campana

Phone:

Requestor: Veronica E. Meade, Senior Assistant  
City Attorney

Phone: 757-727-6120

Presenter: Gayle Hicks, Water Resources  
Engineer, Department of Public  
Works will be available to answer  
questions, Water Resources  
Engineer

Phone: 757-727-6284

Title: Ordinance to Amend and Reenact Chapter 33.2 of the City Code of the City of Hampton, Virginia entitled "Stormwater Management" by Amending Section 33.2-8, Exemptions; Section 33.2-12, Water Quality Impact Assessment; and Section 33.2-14, Exceptions to Comply with Amendments to §§ 62.1-44.15, Et Seq. of the Code of Virginia and Other Housekeeping Amendments

Action Requested: Approve Ordinance

Estimated Time: Ten Minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Ordinance Redline

Date  
9/2/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

These housekeeping amendments are required to comply with §§ 62.1-44.15, *et seq.* of the Code of Virginia and merger of the former City stormwater management ordinance with the Department of Environmental Quality model ordinance.

LEGISLATION TEXT:

**BE IT ORDAINED** by the Council of the City of Hampton, Virginia, that Chapter 33.2 of the City Code of the City of Hampton entitled “Stormwater Management” is amended and reenacted to read as follows:

**Chapter 33.2 – Stormwater Management.**

**Article I. – In General.**

...

**Sec. 33.2-8. – Exemptions.**

- (a) Notwithstanding any other provisions of this chapter, the following activities are exempt unless otherwise required by federal law:

...

- (2) Single-family residences separately built, including additions or modifications to existing single-family detached residential structures, that meet one or more of the following:

- a. Disturbing less than 2,500 square feet;
- b. Part of a larger common plan of development or sale, that is less than 5 acres of disturbance; or
- c. Not disturbing any land in the resource protection area or intensely developed area.

**Sec. 33.2-12. – Water Quality Impact Assessment**

...

(b) Water quality impact assessment required. A water quality impact assessment is required, including a review fee of \$200.00, for any proposed development disturbing over 2,500 square feet, or any land disturbance in the RPA, except those uses exempt from the stormwater management requirements per section 33.2 -8 of this chapter. An assessment must apply the stormwater management technical criteria set forth in section 33.2-13 of this chapter to the entire land-disturbing activity. A water quality impact assessment shall include the following elements, which shall be considered a minimum unless the administrator determines that some of the elements are unnecessary due to the scope and nature of the proposed uses and development of land.

**Sec. 33.2-14. – Exceptions.**

...

- (d) A fee of \$200.00 will be collected at the time the plan and exemption application are submitted for

review, which reflect the cost of administration and management of the process.

1 Ordinance to Amend and Reenact Chapter 33.2 of the City Code of the City of Hampton,  
2 Virginia entitled “Stormwater Management” by Amending Section 33.2-8, Exemptions;  
3 Section 33.2-12, Water Quality Impact Assessment; and Section 33.2-14, Exceptions to  
4 Comply with Amendments to §§ 62.1-44.15, *Et Seq.* of the Code of Virginia and Other  
5 Housekeeping Amendments

6  
7 **BE IT ORDAINED** by the Council of the City of Hampton, Virginia, that Chapter 33.2 of the City  
8 Code of the City of Hampton entitled “Stormwater Management” is amended and reenacted to  
9 read as follows:  
10

11 **Chapter 33.2 – Stormwater Management.**

12 ***Article I. – In General.***

13 . . .

14 **Sec. 33.2-8. – Exemptions.**

15 (a) Notwithstanding any other provisions of this chapter, the following activities are  
16 exempt unless otherwise required by federal law:

17 . . .

18 (2) Single-family residences separately built, including additions or modifications to  
19 existing single-family detached residential structures, that meet *one or more* all of  
20 the following:

- 21 a. Disturbing less than 2,500 square feet;
- 22 b. ~~Not a~~ Part of a larger common plan of development or sale, that is 4 *less*  
23 *than 5* acres ~~or greater~~ of disturbance; ~~and~~ *or*
- 24 c. Not disturbing any land in the resource protection area or intensely  
25 developed area.
- 26

27 **Sec. 33.2-12. – Water Quality Impact Assessment**

28 . . .

29 (b) Water quality impact assessment required. A water quality impact assessment is  
30 required, *including a review fee of \$200.00*, for any proposed development disturbing over  
31 ~~twenty-five hundred (2,500)~~ square feet, *or any land disturbance in the RPA*, except those uses  
32 exempt from the stormwater management requirements per section 33.2 -8 of this chapter. A  
33 ~~water quality impact assessment, including a review fee, is required for any land disturbance in~~



~~the RPA.~~ An assessment must apply the stormwater management technical criteria set forth in section 33.2-13 of this chapter to the entire land-disturbing activity. A water quality impact assessment shall include the following elements, which shall be considered a minimum unless the administrator determines that some of the elements are unnecessary due to the scope and nature of the proposed uses and development of land.

**Sec. 33.2-14. – Exceptions.**

...

*(d) A fee of \$200.00 will be collected at the time the plan and exemption application are submitted for review, which reflect the cost of administration and management of the process.*



**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0357**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: **14-0357**

Request Number: **R-2014-00388**

File Type: **Resolution - Grant**

Department: **Budget/Finance**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

Created By: **Marcie Dunn**

Phone:

Requestor: **Wanda Rogers**

Phone: **727-1821**

Presenter: **N/A, N/A**

Phone: **N/A**

Title: **Resolution Approving the City of Hampton, Virginia's Participation and Appropriation in the 2015 Virginia Homeless Solutions Program Grant Through the Hampton Department of Human Services from the Virginia Department of Housing and Community Development**

Action Requested: **Adopt Resolution**

Estimated Time: **1 min**

Indicators:

Advertised:

Fiscal Notes: \$886,329 - State Funds

Attachments:

Date	Acting Body	Action
9/2/2014		Received By Clerk's Office

**BRIEF BACKGROUND STATEMENT:**

Hampton Department of Social Services serves as the lead agency for the Greater Virginia Peninsula Homelessness Consortium and the fiscal agency for the Virginia Peninsula Collaborative. The Virginia Peninsula Collaborative (VPC) is a united effort between seven service provider agencies, including the Hampton Department of Human Services (as the lead and fiscal agency), to provide shelter operations, rapid re-housing, prevention, coordinated/central intake and Continuum of Care (COC) planning across the region. The VPC remains committed to ensuring the ease and accessibility of services for those experiencing homelessness or at risk of homelessness across the CoC's geographical area, which includes: Hampton, Newport News, Williamsburg, James City County, York County and Poquoson. The partnerships that make up the VPC exist between the Hampton Department of Human Services (HDHS), James City County Office of Housing and Community Development (JCC OHCD), Hampton Newport News Community Services Board (HNNCSB), The Salvation Army of Greater Williamsburg, Menchville

House, Avalon, and Transitions along with a host of GVPHC member agencies throughout the community. Emulated after the GVPHC's successful collaborative efforts and administration of Homeless Prevention and Rapid Re-housing Program (HPRP) funds, the Hampton Department of Human Services will be the grantee and will initiate Memorandums of Understandings (MOU) between all of the identified partners to ensure clarity and accountability. Partners will continue to meet monthly to discuss grant administration, system delivery and leveraging of funds. Collectively the GVPHC is submitting a request for the following proposed activities:

Shelter - 350 Households

Rapid Re-housing - 200 Households

Prevention – 190 Households

Centralized/Coordinated Assessment 2,000

LEGISLATION TEXT:

WHEREAS, the Virginia Department of Housing and Community Development has awarded the Virginia Homeless Solutions Program grant to the City of Hampton in the amount of \$866,329 in State funds; and

WHEREAS, the grant award covers the period July 1, 2014 through June 30, 2015;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hampton accepts and appropriates the VHSP in the amount of \$866,329 and any related supplemental funding by the Virginia Department of Housing and Community Development.

BE IT RESOLVED that the City Council authorizes the City Manager or his/her designee to make the necessary steps to implement this grant award.



City of Hampton, VA

Agenda Review

File Number: 14-0358

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: **14-0358**

Request Number: **R-2014-00389**

File Type: **Resolution**

Department: **Budget/Finance**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

Created By: **Marcie Dunn**

Phone:

Requestor: **Brian DeProfio**

Phone: **727-6377**

Presenter: **N/A, N/A**

Phone: **N/A**

Title: **Resolution Appropriating Funds for Uncompleted Capital Projects Funded with General Funds, Stormwater Funds, and Economic Development Funds.**

Action Requested: **Adopt Resolution**

Estimated Time: **1 min**

Indicators:

Advertised:

Fiscal Notes:

Attachments: **FY14 Capital Projects Roll Over Resolution**

Date	Acting Body	Action
9/2/2014		Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

At the end of each fiscal year all Capital projects (except projects funded with bond proceeds) that have a remaining balance are closed into the fund balance of the funding source of the project. In order to complete these projects the remaining funds must be re-appropriated by City Council. The attached resolution contains a list of the projects and the amounts to be appropriated as requested by the project coordinator. **The total amount requested for appropriation is \$15,049,941.47 in General Funds, \$3,824,091.87 in Stormwater Funds, and \$177,314.16 in Economic Development funds. These funds are being appropriated to complete projects started in previous fiscal years but have not been completed by the end of Fiscal Year 2014**

LEGISLATION TEXT:

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hampton, Virginia that \$15,049,941.47 from Committed General Fund Balance, \$3,824,091.87 from Stormwater Funds Balance, and \$177,314.16 from Economic Development Funds Balance be appropriated to complete the attached projects for Fiscal Year 2015.

CAPITAL PROJECTS			
CARRYFORWARD FOR FY2015			
Project Name	Project #	Carryforward Balance	Reason for Carryforward of Capital Project
Reengineering Technology	120-C43	194,912.59	Provide funding for on-going project and Technology Initiatives
Strategic Property Acquisition	120-C224	233,990.17	Funds commitment for two Strategic Acquisitions in the vicinity of War Memorial Stadium
Upgrades to Council Chambers and City Hall	120-C284	4,958.89	Provide funding for on-going improvements in City Hall and Council Chambers (Primarily Security Enhancement)
HRHA Redevelopment Projects	120-C341	10,903.78	Provide funding for Strategic Housing Initiative spearheaded by HRHA. Unspent balance of FY2014 funds
Master Plan Strategic Investment	120-C342	2,902,540.00	Provide funding for Master Plans and Economic Investment Strategic Priorities-Dedicated Portion of Real Estate Taxes
Short-term Capital Initiatives	120-C343	55,000.00	Funding provided in FY2014 for City Council Short Term Strategic Initiatives-initial amount appropriated was \$550,000. All but this amount has been allocated to a specific initiatives.
Virginia School for the Deaf & Blind	120-C380	1,750,000.00	Provide funding for the demolition of the VSDBMD- Required environmental reviews recently completed. Next steps of development demolition specification and bidding of demolition contractor are in progress.
Contingent Reserve	152-C75	236,387.88	Provide funding to cover unexpected cost overruns.
Time Accounting System Project	160-C355	125,359.10	Provide funding for critical payroll timekeeping system- Project in progress.
E911 Telephone Switch Upgrade	160-C386	193,369.42	Provide funding for the E-911 Switch Upgrade. Source of funding was the Sprint Nextel E-911 Rebanding Reimbursement. Project in progress.
Weapons Range Cleaning	310-C301	211,000.00	Provide funding for on-going maintenance and repair at the Police Weapons Range. Funds primarily used for range ammunition debris cleaning.
Public Safety Equipment	310-C360	6,720.51	Provide funding for police equipment. Unspent balance from FY2014
Enhanced Police Equipment	310-C385	48,118.36	Provide funding for additional Police Equipment in response to the Safe and Clean Initiative. Unspent balance of the initial \$325,000 appropriation.
Pre-Wiring Generators	320-C298	191,600.98	Provide funding to continue pre-wiring of generators for critical facilities to ensure uninterrupted emergency services and long-term disaster recovery capability.
Arterial Road Resurfacing	420-C10	46,416.22	Provide funding for on-going street resurfacing City-Wide.
Mercury Central Infrastructure Maintenance	420-C35	27,117.16	Provide funding for Utilities Relocation Project and other miscellaneous streetscaping and design work in Coliseum Central. Project in progress.
VDOT-Matching Funds	420-C40	20,962.83	Provide funding for required match for on-going VDOT Projects
Back River/Factory Point/Breakwaters	420-C325	470,416.83	Provide funding for the Near Shore Breakwater at Buckroe Beach and the continuation of monitoring as required by project permitting.
Downtown Master Plan Incentive-Transfer to Economic Development Fund	420-C330	200,000.00	Provide funding for previously agreed-upon incentive by Prior Council to incentivize the construction of a Downtown office headquarters of Local Bank. Project Complete; the incentive has been earned and is currently disbursable.
Downtown Master Plan Incentive	420-C330	5,811.62	Project complete- Transfer balance to Downtown Master Plan 120-C324.
Armistead/LaSalle/Thomas Pedestrian	420-C335	933.15	Project complete- Transfer to Capital Project Contingency Account 152-C75
Downtown Marina Dredging	420-C340	51,212.80	Provide funding for the dredging in the Cove Area of the Downtown Hampton Marina Public Piers. Initial dredging completed; Awaiting final engineering review before final payment and release of contractor.
Buckroe Ave-Reconstruction Phase 1	420-C344	183,016.02	Provide funding for Buckroe Avenue Reconstruction Phase 1 Design Cost. Site design for streetscaping along Buckroe Avenue From N. First Street to N. Mallory. Project under design.
Franklin St Extension	420-C345	45,000.00	Provide funding for Franklin Street Extension from Lincoln Street to Pembroke. Project in progress; Awaiting final Master Plan Conceptual Design for the former Harbor Square Site. This is a VDOT revenue sharing project.
Freeman Dr. Alignment	420-C346	62,500.00	Provide funding for the realignment and improvements to Freeman Drive. Project under design. This is a VDOT revenue sharing program funds.
Mercury Blvd Sidewalks	420-C347	62,500.00	Provide funding for Mercury Boulevard sidewalks and pedestrian lighting from Coliseum Drive to Armistead Avenue. Project Under Design. This is a VDOT revenue sharing project.
North Campus Parkway Overlay	420-C348	25,297.72	Provide funding for HRC North Campus Parkway final top coat of pavement. Project in Progress.
North King St Phase 3	420-C349	95,915.00	Provide funding for N. King Street Streetscaping Phase 3- Continuation of improvements from Little Back River Road to Langley King Street Gate. This is a VDOT revenue sharing project.
Downtown Master Plan 2004	420-C350	91,382.51	Project complete. Closeout remaining balance to the Downtown Master Plan Account 120-C324.
Pembroke Avenue Reconstruction-Phase 3	420-C351	11,282.00	Provide funding for Pembroke Avenue Reconstruction-Phase 3. This is a VDOT revenue sharing project.

Transportation Initiatives Project	420-C353	690,485.00	Provide funding for targeted Transportation Initiatives that are still pending VDOT and City final authorization such as bridge improvements at Coliseum and Commander Shepard Blvd., Guardrail improvements at various City bridges, and certain required Dominion Virginia Power work in conjunction with the Bridge Street Bridge Project.
Building Maintenance	475-C85	274,095.71	Provide funding for on-going building evaluations and assessments, major repairs, HVAC replacement and repairs to public facilities throughout the City.
One to One Technology	600-C339	1,251,438.00	Provide funding from dedicated Real Estate Taxes for on-going School System Student Technology Initiative. Project in progress.
Advance Funded School Maint Imp Proj	600-C382	2,462,500.00	Provide advance funding for Summer 2014 school buildings renovations and major repairs.
Parks & Recreation Maint	700-C174	167,288.07	Provide funding for on-going Parks and Recreation infrastructure such as ballfields, playgrounds, playground equipment, etc. throughout the City.
Aquatics Facility	700-C356	118,000.00	Provide funding for high-level conceptual design for an Aquatic Facility. Consultants have been selected. Project in progress.
Community Sailing Ctr. Ft. Monroe	700-C357	200,000.00	Provide funding to build Sailing Pier and acquire equipment for a Community Sailing Facility at Fort Monroe. Project in progress.
Master Plan Updates	805-C338	66,710.00	Provide funding for consultants' work related to Downtown and Coliseum Central Master Plan updates. Project in progress.
Downtown Master Plan Funding	120-C324	554,055.29	Provide funding for Downtown MasterPlan initiatives. Note: this was formerly known as the SunTrust/Collins Condo and Retail Project. When the City decided not to proceed, the funding would be set aside (Reserved) for implementation of other Downtown Master Plan Initiatives arising from the Hampton First Plan and/or other updates to the Downtown Master Plan.
Retail/Incentive Opportunity	810-C329	1,195,300.00	Provide funding for the Downtown Hampton and Phoebus Retail Incentive Grant Program. Authorized by City Council and administered by the Economic Development Authority.
Blighted Property Acquisition	820-C187	19,406.84	Provide funding for on-going acquisition and abatement of Blighted Property.
Housing Improvement Grant	820-C328	22,653.66	Provide funding for Matching Curb Appeal Grants in Master Plan areas of the City.
Neighborhood Improvement Program	820-C39	463,383.36	Provide funding for on-going Neighborhood Grants and Assistance Program. Administered by Neighborhood Commission.
Total General Fund		<b>\$ 15,049,941.47</b>	
Neighborhood Curb & Gutter	410-SW1	\$ 1,473,547.42	Provide funding for small scale Neighborhood Drainage Improvements. This funding is provided from a dedicated portion of the Stormwater Rate.
Chesapeake Bay TMDL	420-SW2	344,346.66	Provide funding for projects that assist the City in meeting Chesapeake Bay Total Maximum Daily Load (TMDL, Pollution Diet)) for Water Quality Improvement Efforts
Implementation of Studies	420-SW3	100,000.00	Provide funding for various Water Quality Studies as part of the TMDL efforts
Salt Ponds Dredging & Waterway Proj	420-SW4	213,313.08	Provide funding for Maintenance Dredging, improved equipment for MS4 Mandated Debris Removal, and Other Water Quality TMDL Efforts.
Berkshire Terrace Improvements	420-SW5	65,233.49	Provide funding for Water Quality Improvement Project identified in the Mary Peake Watershed Study. Project in progress.
Burbank Elem School	420-SW6	56,781.74	Provide funding for Water Quality Improvement Project identified in the Mary Peake Watershed Study.
Coliseum Lake Retrofit	420-SW7	838,540.90	Provide funding for Coliseum Lake Retrofit recommended in the Riverdale Watershed Study. Project increases the Water Quality Efficiency for the 360 plus acres that drains to the Lake. Also assists City in meeting Chesapeake Bay TMDL Requirements. Construction Phase to begin; Design continues.
Mary Peake Outfall Improvements	420-SW8	124,848.49	Provide Funding for Water Quality Improvement Project Identified in the Mary Peake Watershed Study. Project in progress.
Watershed Studies	420-SW9	442,129.19	Provide funding for a variety of studies throughout the City to assess, monitor, evaluate, and identify improvements to the City's Water Resources.
Stormwater Improvements	420-C178	165,350.90	Provide funding for small scale neighborhood drainage improvements.
Total Stormwater Fund		<b>\$ 3,824,091.87</b>	
Butler Farm/Coliseum Infrastructure Study	420-ED1	\$ 100,729.00	Provide funding for engineering study of Coliseum Area Sewer Capacity (Pumping Station) and the future extension of Coliseum Drive From HRC Parkway to Butler Farm Road.
Old Buckroe Ave (Mercury Boulevard to Woodland Road)	420-ED2	55,000.00	Provide funding for improvements (Curb, Gutters, Lighting, Crosswalk, and Left Turn Lane) on Mercury Between Woodland Road and Old Buckroe Avenue. This Is a VDOT Revenue Sharing Project.
Blighted Property Acquisition-UDAG	820-C225	21,585.16	Provide Funding to Continue the acquisition and abatement of blighted property. (Same as a/c 810-C187 Above But From a Different Funding Source.)
Total Economic Development Fund		<b>\$ 177,314.16</b>	

[illegible]





**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0359**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: **14-0359**

Request Number: **R-2014-00390**

File Type: **Resolution - Grant**

Department: **Budget/Finance**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

Created By: **Marcie Dunn**

Phone:

Requestor: **Sgt. John Harrison**

Phone: **727-6439**

Presenter: **N/A, N/A**

Phone: **N/A**

Title: **Resolution Approving the City of Hampton, Virginia's Participation and Appropriation of the FY2015 Public Safety Answering Point Grant through the Virginia E-911 Services Board**

Action Requested: **Adopt Resolution**

Estimated Time: **1 min**

Indicators:

Advertised:

Fiscal Notes: \$2,000 - No local match required

Attachments:

Date	Acting Body	Action
9/2/2014		Received By Clerk's Office

**BRIEF BACKGROUND STATEMENT:**

The FY2015 Public Safety Answering Point Grant provides \$2,000 in funding for training expenses associated with E-911 Center personnel.

**LEGISLATION TEXT:**

**WHEREAS**, the City of Hampton has been awarded the FY2015 Public Safety Answering Point Grant in the amount of \$2,000, with no local match required; and

**WHEREAS**, the grant award covers the period 07/01/2014 through 06/30/2015;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hampton accepts and appropriates the FY2015 Public Safety Answering Point Grant in the amount of \$2,000, and any other supplemental funding, awarded/ made by the Virginia E-911 Services Board in accordance with the grant agreement;

**BE IT FURTHER RESOLVED** that the City Council authorizes the City Manager or his designee to take the necessary steps to implement this grant award.



City of Hampton, VA

Agenda Review

File Number: 14-0360

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0360

Request Number: R-2014-00391

File Type: Resolution - Grant

Department: Budget/Finance

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Marcie Dunn

Phone:

Requestor: Sgt. John Harrison

Phone: 727-6439

Presenter: N/A, N/A

Phone: N/A

Title: Resolution Approving the City of Hampton, Virginia's Participation and Appropriation of the FY2014 Edward Byrne Memorial Justice Assistance Grant through the United States Department of Justice.

Action Requested: Adopt Resolution

Estimated Time: 1 min

Indicators:

Advertised:

Fiscal Notes: \$50,437 - No local match required

Attachments:

Date	Acting Body	Action
9/2/2014		Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

The FY14 Edward Byrne Memorial Justice Assistance Grant will purchase a new video/audio recording system for detectives to use to document interviews and interrogations for prosecution purposes.

LEGISLATION TEXT:

Memorial Justice Assistance Grant in the amount of \$50,437 in Federal funds with no local match required; and

**WHEREAS**, the grant award covers the period 10/01/2013 through 09/30/2017;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hampton accepts and appropriates the FY2014 Edward Byrne Memorial Justice Assistance Grant in the amount of \$50,437, and any other supplemental funding, awarded/ made by the United States Department of Justice in accordance with the grant agreement;

**BE IT FURTHER RESOLVED** that the City Council authorizes the City Manager or her designee to take the necessary steps to implement this grant award.



City of Hampton, VA

Agenda Review

File Number: 14-0361

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0361

Request Number: R-2014-00398

File Type: Resolution

Department: Budget/Finance

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Shannon Huff

Phone:

Requestor: Karl Daughtrey

Phone: 727-6230

Presenter: Karl Daughtrey, Finance Director  
and Brian Deprofio, Budget Director

Phone: 727-6230

Title: Resolution Authorizing an Advance of \$1,000,000 to the Parks and Recreation Maintenance Projects and \$75,000 to the Blighted Property Acquisition and Demolition Projects from the City's General Fund Unassigned Fund Balance. The advance funding will be returned to the General Fund Unassigned Fund Balance from the proceeds of the City's 2015 General Obligation Bond Series when issued.

Action Requested: Authorize an advance funding.

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments:

Date  
9/2/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

Council is being asked to advance \$1,000,000 to the Parks and Recreation Maintenance Projects and \$75,000 to the Blighted Property Acquisition and Demolition Projects. This advance is needed to properly procure and perform necessary work in a timely manner to meet deadlines, begin preliminary work and to work during the most opportune time.

LEGISLATION TEXT:

## RESOLUTION

**Whereas**, the Hampton City Council appropriated via the FY2015 Capital Budget funds for Parks and Recreation Maintenance and Blighted Property Acquisition and Demolition projects which are to be funded from the proceeds of a City General Obligation Bond Issue in FY 2015; and

**Whereas**, Council acknowledges that proceeds from a 2015 bond issue will not be available to permit the City to procure and perform necessary work in a timely manner to meet deadlines, begin preliminary work and to work during the most opportune time; and

**Whereas**, the City Manager recommends an advance appropriation of \$1,000,000 from the General Fund Unassigned Fund Balance to the Parks and Recreation Maintenance projects and \$75,000 from the General Fund Unassigned Fund Balance to Blighted Property Acquisition and Demolition projects to provide funding on a temporary basis until the 2015 General Obligation Bonds are issued, at which time the advanced funds will be returned to the General Fund Unassigned Fund Balance.

**Now, therefore, be it resolved**, by the City Council of Hampton, Virginia, that the sum of \$1,075,000 is hereby appropriated to the Parks and Recreation Maintenance and Blighted Property Acquisition and Demolition projects and that this amount be returned to the General Fund Unassigned Fund Balance as soon as practicable from the proceeds of the anticipated FY 2015 General Obligation Bond Issue.



City of Hampton, VA

Agenda Review

File Number: 14-0363

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0363

Request Number: R-2014-00409

File Type: Resolution

Department: Police

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Cheryl Steele

Phone:

Requestor: Chief Terry Sult

Phone: 727-6510

Presenter: Maj. Randy Seals, HPD Commander  
of Support Services Branch

Phone: 727-6478

Title: Resolution determining Taser International to be the only source practicably available from which to procure a Body Worn Camera System and Evidence Storage System for the Police Division and authorizing the negotiation and execution of a purchase contract with Taser International.

Action Requested: Adopt Resolution

Estimated Time: 10 min.

Indicators:

Advertised:

Fiscal Notes:

Attachments:

Date  
9/2/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

It has been the policy of the Hampton Police Division to utilize mobile audio/video cameras to enhance its mission. In order to remain current with today's technology, it is imperative for the Police Division to upgrade to a body worn camera system. As such, the Taser Axon Flex Body Worn Camera System and Evidence Storage System available from Taser International (Taser) is the only system available on the market that includes a 12-hour battery life for both pre-event and normal record modes to enable utilization for recent amendments to shift assignments and a 30-second configurable buffering period to record footage before pressing the record button, as well as the unique mounting options on the head, lapel and collar.

Taser is the Police Division's current source of Conducted Electrical Weapons (tasers) and provided a

thorough trial period review of the body worn camera equipment in addition to the digital evidence storage solution.

Taser is the only company currently offering the Body Worn Camera and Evidence Storage Solution commercially available that meets the U.S. Department of Justice requirements. Taser is also offering a significant discount to the Hampton Police Division to include an extended pricing discount for additional Body Worn Cameras through the 5-year contract period.

The Hampton Police Division has therefore determined that due to the foregoing criteria, a contract should be awarded to Taser International as a "sole source" without competitive sealed bidding or competitive negotiation. Fair and reasonable pricing has been obtained and funds for this acquisition have been appropriated.

LEGISLATION TEXT:

## **RESOLUTION**

**WHEREAS**, it has for some time been the policy of the Hampton Police Division to utilize mobile audio/video cameras to enhance its mission, and the City Council of the City of Hampton recognizes that this action is in the best interest of the City and the citizens supported by police services;

**WHEREAS**, the Taser Axon Flex Body Worn Camera System and Evidence.com Storage System available only from Taser International is the only system available on the market that includes a 12 hour battery life in both pre-event and normal record modes to enable utilization on the recent amendment to shift assignments and a 30-second configurable buffering period to record footage before pressing the record button, as well as the unique mounting options on the head, lapel, and collar;

**WHEREAS**, Taser International is the Hampton Police Division's current source of Conducted Electrical Weapons (tasers) and provided a thorough trial period review of the body worn camera equipment in addition to the digital evidence storage solution;

**WHEREAS**, Taser International is the only company currently offering the Body Worn Camera and Evidence Storage Solution commercially available that meets U.S. Department of Justice requirements; and

**WHEREAS**, Taser International also offers a significant discount to the Hampton Police Division to include an extended pricing discount for additional Body Worn Camera acquisitions through the 5-year contract period which the Police Division has determined the procurement to be fair and reasonable.

**NOW, THEREFORE, BE IT RESOLVED BY THE CONCIL OF THE CITY OF HAMPTON, VIRGINIA** as follows:

1. That the contract for procuring the Body Worn Camera and Evidence Storage Systems described above for the Hampton Police Division may be negotiated and awarded to Taser International as a "sole source" without competitive sealed bidding or competitive negotiation as set forth in Virginia Code Section 2.2-4303.E;
2. That the City Manager or her Authorized designee is hereby authorized to negotiate and execute a contract for the purchase of the goods with Taser International; and
3. That the notice awarding the contract to Taser International shall be posted in a public place as required by Virginia Code Section 2.2-4303.E.







**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0381**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

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File Number: **14-0381**

Request Number: **R-2014-00414**

File Type: **Miscellaneous Consent Item**

Department: **Clerk of Council**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

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Created By: **Katherine K. Glass, CMC**

Phone:

Requestor: **Katherine K. Glass**

Phone: **757-727-6315**

Presenter: **N/A**

Phone:

Title: **Annual Review of the Hampton-Newport News Community Service Board FY15-16  
Performance Contract**

Action Requested: **Review and approve contract**

Estimated Time: **5 minutes**

Indicators:

Advertised:

Fiscal Notes:

Attachments: Performance Contract

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Date	Acting Body	Action
9/5/2014		Received By Clerk's Office

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**BRIEF BACKGROUND STATEMENT:**

In compliance with regulations set forth by the Department of Behavioral Health and Developmental Services, the Hampton-Newport News Community Services Board is required to obtain confirmation of the City Council's review of its Performance Contract prior to September 30, 2014.



## MEMORANDUM

TO: Mary Bunting, City Manager  
City of Hampton

FROM: Charles A. Hall, Executive Director *Charles A. Hall*

Date: August 28, 2014

Subject: Hampton City Council – FY2015 Budget/FY2015-2016 Performance Contract

Annually, the forty Community Services Boards have been required to submit a Performance Contract to the Virginia Department of Behavioral Health and Developmental Services (DBHDS). Based on a change to the *Code of Virginia* (37.2-508) the period of performance contract renewal has been adjusted to biennially beginning with State Fiscal Year 2013. This will be the fifteenth Performance Contract between the Hampton-Newport News Community Services Board and the DBHDS. The performance contract submission includes the related budget for SFY 2015.

The Performance Contract serves as a performance reporting and accountability document between the DBHDS and CSBs. The Performance Contract includes the scope of services and responsibilities for CSBs and the DBHDS, the values, roles, and responsibilities of the partners in the public behavioral health system, and general statutory, regulatory, policy and other requirements.

The *Code of Virginia* also provides that CSBs may apply for financial assistance from DBHDS by submitting its proposed performance contract together with the approval of the CSB's Board of Directors and the approval of the contract by formal vote of the governing body of each city or county that established the CSB. Hampton-Newport News Community Services Board made available the proposed performance contract to the public for a period of 30 days for comment and the Board formally approved the performance contract and budget at its regular Meeting of the Board held on June 19, 2014.

In summary, we are requesting that the Hampton City Council take action to approve the Hampton-Newport News Community Services Board Performance Contract for SFY 2015 and 2016 and the budget for FY 2015 prior to the established deadline of September 30, 2014.

CAH:gvm

cc: Katherine Glass, City Clerk



**FY2015 and FY2016**  
**PERFORMANCE CONTRACT**

# FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1

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## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

### **1. Contract Purpose**

- a. Title 37.2 of the Code of Virginia establishes the Virginia Department of Behavioral Health and Developmental Services, hereafter referred to as the Department, to support delivery of publicly funded community mental health, developmental, and substance abuse services and supports and authorizes the Department to fund those services.
- b. Sections 37.2-500 through 37.2-512 of the Code of Virginia require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance abuse services; §§ 37.2-600 through 37.2-615 authorize certain cities or counties to establish behavioral health authorities that plan and provide those same local public services. In this contract, the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in section 11 will be referred to as the CSB. Section 37.2-500 or 37.2-601 of the Code of Virginia requires the CSB to function as the single point of entry into publicly funded mental health, developmental, and substance abuse services. The CSB fulfills this function for any person who is located in the CSB's service area and needs mental health, developmental, or substance abuse services.
- c. Sections 37.2-508 and 37.2-608 of the Code of Virginia and State Board Policy 4018 establish this contract as the primary accountability and funding mechanism between the Department and the CSB, and the CSB is applying for the assistance provided under Chapter 5 or 6 of Title 37.2 by submitting this performance contract to the Department.
- d. The CSB Administrative Requirements document is incorporated into and made a part of this contract by reference and includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. If there is a conflict between provisions in the CSB Administrative Requirements document and in this contract, the language in this contract shall prevail. The CSB Administrative Requirements document is available at [www.dbhds.virginia.gov/OCC-default.htm](http://www.dbhds.virginia.gov/OCC-default.htm).
- e. The Department and the CSB enter into this contract for the purpose of funding services provided directly or contractually by the CSB in a manner that ensures accountability to the Department and quality of care for individuals receiving services and implements the mission of supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life. The CSB and the Department agree as follows.

2. **Relationship:** The Department functions as the state authority for the public mental health, developmental, and substance abuse services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department and the CSB are described in the Partnership Agreement between the parties, which is incorporated into and made a part of this contract by reference. The Agreement is available at [www.dbhds.virginia.gov/OCC-default.htm](http://www.dbhds.virginia.gov/OCC-default.htm). This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.
3. **Contract Term:** This contract shall be in effect for a term of two years, commencing on July 1, 2014 and ending on June 30, 2016, if by mutual agreement of both parties pursuant to the provisions of § 37.2-508 of the Code of Virginia it is renewed for an additional fiscal year with the insertion of revised Exhibits A, E, F, G, and H for FY 2016.

## FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1

### 4. Scope of Services

- a. Services:** Exhibit A of this contract includes all mental health, developmental, and substance abuse services provided or contracted by the CSB that are supported by the resources described in section 5 of this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy, which is incorporated into and made a part of this contract by reference. It is available at [www.dbhds.virginia.gov/OCC-default.htm](http://www.dbhds.virginia.gov/OCC-default.htm).

The CSB shall notify the Department before it begins providing a new category or subcategory or stops providing an existing category or subcategory of core services if the service is funded with more than 30 percent of state or federal funds or both. The CSB shall provide sufficient information to the Office of Community Contracting (OCC) in the Department for its review and approval of the change, and the CSB shall receive the Department's approval before implementing the new service or stopping the existing service. Pursuant to 12VAC35-105-60 of the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*, the CSB shall not modify a licensed service without submitting a modification notice to the Office of Licensing in the Department at least 45 days in advance of the proposed modification.

The CSB operating a residential crisis stabilization program shall not increase or decrease the licensed number of beds in the program or close the program temporarily or permanently without informing the Office of Licensing and the OCC and receiving the Department's approval prior to implementing the change. A residential crisis stabilization program shall accept any appropriate individuals under temporary detention orders (TDOs) and establish clinical criteria specifying the types of individuals under TDOs that it will accept. The CSB shall attach a copy of the criteria to the contract for the Department's review and approval.

- b. Expenses for Services:** The CSB shall provide those services funded within the funds and for the expenses set forth in Exhibit A and documented in the CSB's financial management system. The CSB shall distribute its administrative and management expenses across the three program areas (mental health, developmental, and substance abuse services), emergency services, and ancillary services on a basis that is auditable and satisfies Generally Accepted Accounting Principles. CSB administrative and management expenses shall be reasonable and subject to review by the Department.
- c. Continuity of Care:** The CSB shall follow the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements. The CSB shall comply with regional emergency services protocols.
- 1.) Coordination of Intellectual Disability Waiver Services:** The CSB shall provide case management services to all individuals who are receiving services under the Medicaid Intellectual Disability Home and Community-Based Waiver (ID Waiver). In its capacity as the case manager for these individuals and in order to receive payment for services from the Department of Medical Assistance Services (DMAS), the CSB shall develop individual service authorization requests (ISARs) for Waiver services and submit them to the Department for preauthorization, pursuant to the current DMAS/Department Interagency Agreement, under which the Department preauthorizes ISARs as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving ID Waiver services, the CSB shall coordinate and monitor the delivery of all services to individuals it serves, including monitoring the receipt of services in an individual's ISAR that are delivered by independent providers who are reimbursed directly by the DMAS, to the extent that the CSB is not prohibited

## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

from doing so by such providers (refer to the DMAS *Intellectual Disability Community Services Manual*). The CSB may raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority, such as the Department, DMAS, or Virginia Department of Social Services.

In fulfilling this service coordination responsibility, the CSB shall not restrict or seek to influence an individual's choice among qualified service providers. This prohibition is not intended to restrict the ability of CSB case managers to make recommendations based on their professional judgment to individuals regarding those available service options that best meet the terms of the individuals' ISPs and allow for the most effective coordination of services. This section does not, nor shall it be construed to, make the CSB legally liable for the actions of independent providers of ID Waiver services.

- 2.) Linkages with Health Care:** When it arranges for the care and treatment of individuals in hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, the CSB shall assure its staff's cooperation with those hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, especially emergency rooms and emergency room physicians, in order to promote continuity of care for those individuals. Pursuant to subdivision A.4 of § 37.2-505, the CSB shall provide information about its substance abuse services for minors to all hospitals in its service area that are licensed pursuant to Article 1 of Chapter 5 of Title 32.1 using a template provided by the Department.
- 3.) Medical Screening and Medical Assessment:** When it arranges for the treatment of individuals in state hospitals or local inpatient psychiatric facilities or psychiatric units of hospitals, the CSB shall assure that its staff follows the *Medical Screening and Medical Assessment Guidance*, Second Edition, effective on April 1, 2014. The CSB staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.
- 4.) Coordination with Local Psychiatric Hospitals:** When the CSB performed the preadmission screening and when referral to the CSB is likely upon the discharge of an individual admitted involuntarily, the CSB shall coordinate or, if it pays for the service, approve an individual's admission to and continued stay in a psychiatric unit or hospital and collaborate with that unit or hospital to assure appropriate treatment and discharge planning to the least restrictive setting and to avoid the use of these facilities when the service is no longer needed.
- 5.) Targeted Case Management Services:** In accordance with the Community Mental Health Rehabilitative Services manual and the ID Community Services manual issued by the DMAS, the CSB shall be the only provider of rehabilitative mental health case management and targeted ID case management services.
- 6.) Access to Services:** The CSB shall not require an individual to receive case management services in order to receive other services that it provides, directly or contractually, unless it is permitted to do so by applicable regulations or the person is an adult with a serious mental illness, a child with or at risk of serious emotional disturbance, or an individual with an intellectual disability or a substance use disorder, the person is receiving more than one other service from the CSB, or a licensed clinician employed or contracted by the CSB determines that case management services are clinically necessary for that individual. Federal Medicaid targeted case management regulations forbid using case management to restrict access to other services by



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Medicaid recipients or compelling Medicaid recipients to receive case management if they are receiving another service.

There are legitimate reasons for denying services to an individual, including lack of available capacity in a service, the service not being offered by the CSB, the service not being clinically appropriate for the individual, or the individual not meeting the service's admission criteria. However, the CSB shall not establish or implement policies that deny or limit access to services funded in part by state or local matching funds or federal block grant funds only because an individual: a.) is not able to pay for services, b.) is not enrolled in Medicaid, or c.) is involved in the criminal justice system.

- 7.) **PACT Criteria:** If the CSB receives state or federal funds for a Program of Assertive Community Treatment (PACT), it shall:
  - a.) Prioritize providing services to individuals with serious mental illnesses who are frequent recipients of inpatient services or are homeless;
  - b.) Achieve and maintain a caseload of 80 individuals receiving services after two years from the date of initial funding by the Department; and
  - c.) Participate in technical assistance recommended by the Department.
- 8.) **Virginia Psychiatric Bed Registry:** The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code of Virginia to access local or state hospital psychiatric beds or residential crisis stabilization beds to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process. If the CSB operates residential crisis stabilization services, it shall provide information about bed availability to the registry in real time.
- 9.) **Preadmission Screening:** The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code of Virginia and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB's service area and may need admission for involuntary psychiatric treatment. The CSB shall ensure that persons it designates as preadmission screening evaluators meet the qualifications established by the Department and have received required training provided by the Department.
- 10.) **Discharge Planning:** The CSB shall provide discharge planning pursuant to § 37.2-505 or § 37.2-606 of the Code of Virginia and in accordance with State Board Policies 1035 and 1036, the Continuity of Care Procedures, and the current *Discharge Protocols for Community Services Boards and State Hospitals* and the *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities* issued by the Department that are incorporated into and made a part of this contract by reference. The protocols are available on the Department's web site. The CSB shall monitor the state hospital extraordinary barriers to discharge list and strive to achieve community placements for individuals on the list for whom it is the case management CSB as soon as possible.
- 11.) **Developmental Disabilities Information and Referral:** The CSB shall provide consistent, reliable, timely, and accurate information to the extent that it is available to the CSB about and referral to the full range of available and appropriate services and supports for individuals with developmental disabilities other than intellectual disability and their family members who are seeking services and supports.

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- d. Populations Served:** The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, and individuals with intellectual disability or substance use disorder to the greatest extent possible within the resources available to it for this purpose. These populations are defined in the current Core Services Taxonomy.
- e. Department of Justice Settlement Agreement Requirements:** The CSB agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice and the Commonwealth of Virginia, entered in the U. S. District Court for the Eastern District of Virginia on August 23, 2012 [section IX.A, p. 36]. Sections identified in text or brackets refer to sections in the Agreement. Requirements apply to the target population in section III.B: individuals with intellectual or developmental disabilities who currently (i) reside in training centers, (ii) meet criteria for the ID or DD Waiver waiting list, (iii) reside in a nursing home or an ICF, or (iv) receive Medicaid Home and Community-Based ID or DD Waiver services.
- 1.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].
  - 2.) For individuals receiving case management services pursuant to the Agreement, the individual's case manager shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs [section V.F.1, page 26]. At these face-to-face meetings, the case manager shall: observe the individual and the individual's environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual's support plan is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and in the most integrated setting appropriate to the individual's needs. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual's support plan or its implementation; or a discrepancy between the implementation of supports and services and the individual's strengths and preferences, then the case manager shall document the issue, convene the individual's service planning team to address it, and document its resolution.
  - 3.) Using a process developed jointly by the Department and VACSB Data Management Committee, within 12 months of the effective date of the Agreement, the CSB shall report the number, type, and frequency of case manager contacts with individuals receiving case management services [section V.F.4, p. 27].
  - 4.) Within 24 months, the CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's face-to-face visits and observations and assessments [section V.F.5, p 27].
  - 5.) Within 12 months of the effective date of the Agreement, the individual's case manager shall meet with the individual face-to-face at least every 30 days, and at least one such visit every two months must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
    - a.) Receive services from providers having conditional or provisional licenses;

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- b.) Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals<sup>1</sup>;
- c.) Have an interruption of service greater than 30 days;
- d.) Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
- e.) Have transitioned from a training center within the previous 12 months; or
- f.) Reside in congregate settings of five or more individuals.

Refer to Enhanced Case Management Criteria Instructions and Guidance available at <http://www.dbhds.virginia.gov/settlement/Guidance%20Enhanced%20Case%20Management%20Criteria%2004252014.pdf> for additional information.

- 6.) Case managers shall give individuals a choice of service providers from which the individual may receive approved Waiver services and shall present practicable options of service providers based on the preferences of the individual, including both CSB and non-CSB providers [section III.C.5.c, p. 8].
- 7.) Case managers shall offer education about less restrictive community options at least annually to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [sec. III.D.7, p. 14].
- 8.) CSB emergency services shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone and assist callers in identifying and connecting with local services, and, where necessary, to dispatch at least one mobile crisis team member adequately trained to address the crisis [section III.C.6.b.i.A, p. 9]. This requirement shall be met through the regional REACH program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10]. Emergency services staff shall receive consistent training from the Department on the REACH crisis response system.
- 9.) Comply with State Board Policy 1044 (SYS) 12-1 Employment First [section III.C.7.b, p. 11]. This policy supports identifying community-based employment in integrated work settings as the first and priority service option offered by case managers and support coordinators to individuals receiving day support or employment services.
- 10.) CSB case managers shall liaison with the Department's regional Community Resource Consultants in their regions [section III.E.1, p. 14].
- 11.) Case managers shall participate in discharge planning with individuals' personal support teams (PSTs) for individuals in training centers for whom the CSB is the case management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code of Virginia that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].
- 12.) In developing discharge plans, CSB case managers, in collaboration with PSTs, shall provide to individuals and, where applicable, their authorized representatives, specific options for types of community placements, services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].

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- 13.) CSB case managers and PSTs shall coordinate with specific types of community providers identified in discharge plans as providing appropriate community-based services for individuals to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community placements (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].
- 14.) CSB case managers and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17].
- 15.) Case managers shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].
- 16.) In coordination with the Department's Post Move Monitor, the CSB shall conduct post-move monitoring visits within 30, 60, and 90 days following an individual's movement from a training center to a community setting [section IV.C.3, p.19].
- 17.) If it provides day support or residential services to individuals in the target population, the CSB shall implement risk management processes, including establishment of uniform risk triggers and thresholds that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidental causes [section V.C.1, p. 22].
- 18.) Using the protocol and real-time, web-based incident reporting system implemented by the Department, the CSB shall report any suspected or alleged incidents of abuse or neglect as defined in § 37.2-100 of the Code of Virginia, serious injuries as defined in 12 VAC 35-115-30, or deaths to the Department [section V.C.2, p. 22].
- 19.) Participate with the Department to collect and analyze reliable data about individuals receiving services under this Agreement from each of the following areas:
  - a.) safety and freedom from harm,
  - b.) physical, mental, and behavioral health and well being,
  - c.) avoiding crises,
  - d.) stability,
  - e.) choice and self-determination,
  - f.) community inclusion,
  - g.) access to services,
  - h.) provider capacity[section V.D.3, pgs. 24 & 25].
- 20.) Participate in the regional quality council established by the Department that is responsible for assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].
- 21.) Provide access to and assist the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services being provided to individuals receiving services under the Agreement [section VI.H, p. 30 and 31].
- 22.) Participate with the Department and its third party vendor in the implementation of Quality Service Reviews by reviewing, correcting, and providing individual and authorized representative contact information and background information to the vendor

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for the sample of individuals receiving ID or day support (DS) waiver services under the Agreement selected to participate in the annual National Core Indicators (NCI) individual survey; providing information needed by the vendor to send annual NCI family surveys to families of individuals receiving services under the Agreement; and completing the web-based annual NCI provider survey [section V.I, p. 28].

The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be at the sole discretion of the CSB [section VI.G, p. 31].

- f. Emergency Services Availability:** The CSB shall operate an emergency services telephone line that is available to the public 24 hours per day and seven days per week throughout its service area. The line shall provide immediate access to a qualified emergency services staff member directly or through a roll over to qualified on-call staff. The phone number shall be widely disseminated throughout the service area, including local telephone books, appropriate local government and public service web sites, and the CSB's web site. Referring callers to 911, an answering service with no immediate transfer to CSB on-call staff, or the local sheriff's phone number does not comply with this requirement.

**g. Emergency Evaluations**

- 1.) The purpose of emergency evaluations is to determine whether the person meets the criteria for temporary detention pursuant to § 37.2-809 of the Code of Virginia and to assess the need for hospitalization or treatment. The evaluations shall be performed by certified preadmission screening evaluators. Emergency evaluations are highly variable and individualized crisis assessments with clinical requirements that will vary based on the nature of the clinical presentation. However, the CSB shall ensure that all emergency evaluations conducted by its staff include at a minimum:
  - a.) A review of past clinical and treatment information if available;
  - b.) Pertinent information from the clinical interview and collateral contacts or documentation of why this information was unavailable at the time of the evaluation;
  - c.) A documented risk assessment that includes an evaluation of the likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any;
  - d.) Thorough and detailed documentation of the clinical disposition and the rationale for it;
  - e.) Documentation of all hospitals contacted, including state hospitals; and
  - f.) Documentation of contact with the staff's supervisor and CSB leadership about the evaluation when necessary and documentation of mandatory notification of CSB and Department leadership within 60 minutes of an ECO expiring without locating an appropriate bed.
- 2.) If the CSB uses an emergency evaluation as the preadmission screening report that is required by § 37.2-816 of the Code of Virginia, the emergency evaluation also shall comply with requirements in that section; it shall state:
  - a.) whether the person has a mental illness, and whether there exists a substantial likelihood that, as a result of mental illness, the person will, in the near future,
    - (i) cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any, or

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- (ii) suffer serious harm due to his lack of capacity to protect himself from harm or provide for his basic human needs;
  - b.) whether the person is in need of involuntary inpatient treatment;
  - c.) whether there is no less restrictive alternative to inpatient treatment; and
  - d.) the recommendations for that person's placement, care, and treatment including, where appropriate, recommendations for mandatory outpatient treatment.
- 5. **Resources:** Exhibit A of this contract includes the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB; balances of unexpended or unencumbered state and federal funds retained by the CSB and used in this contract to support services; local matching funds required by § 37.2-509 or § 37.2-611 of the Code of Virginia to receive allocations of state funds; Medicaid Clinic, Targeted Case Management, Rehabilitative Services, Habilitation Services, and Intellectual Disability Home and Community-Based Waiver payments and any other fees, as required by § 37.2-504 or § 37.2-605 of the Code of Virginia; and any other funds associated with or generated by the services shown in Exhibit A. The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it.
  - a. **Allocations of State General and Federal Funds:** The Department shall inform the CSB of its state and federal fund allocations in a letter of notification. The Department may adjust allocation amounts during the term of this contract. The Department may reduce restricted or earmarked state or federal funds during the contract term if the CSB reduces significantly or stops providing services supported by those funds as documented in Community Consumer Submission (CCS) or Community Automated Reporting System (CARS) reports. These reductions shall not be subject to provisions in sections 9.c or 9.f of this contract. The Commissioner or his designee shall communicate all adjustments to the CSB in writing. Allocations of state and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the Appropriation Act, State Board policies, and previous allocation amounts.
  - b. **Disbursement of State or Federal Funds:** Continued disbursement of semi-monthly payments of restricted or earmarked state or federal funds by the Department to the CSB may be contingent on documentation in the CSB's CCS and CARS reports that it is providing the services supported by these funds.
  - c. **Conditions on the Use of Resources:** The Department can attach specific conditions or requirements for use of funds, separate from those established by other authorities, only to the state and federal funds that it allocates to the CSB and the 10 percent local matching funds that are required to obtain the CSB's state fund allocations.
- 6. **CSB Responsibilities**
  - a. **State Hospital Bed Utilization:** In accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall develop jointly with the Department and with input from private providers involved with the public mental health, developmental, and substance abuse services system mechanisms, such as the Discharge Protocols, Extraordinary Barriers to Discharge lists, and regional utilization management procedures and practices, and employ these mechanisms collaboratively with state hospitals that serve it to manage the utilization of state hospital beds. Utilization will be measured by bed days received by individuals for whom the CSB is the case management CSB.

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The CSB shall implement procedures or utilize existing local or regional protocols to ensure appropriate management of each admission to a state hospital under a civil temporary detention order recommended by the CSB's preadmission screening evaluators to identify the cause of the admission and the actions the CSB may take in the future to identify alternative facilities. The CSB shall provide copies of the procedures and analyses to the Department upon request.

### **b. Quality of Care**

- 1.) Department CSB Performance Measures:** CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.
- 2.) Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSBs, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality improvement plan shall be reviewed and updated at least every four years. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSBs, a risk management plan or participate in a local government's risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.

The CSB shall implement, in collaboration with other CSBs in its region, the state hospitals and training centers serving its region, and private providers involved with the public mental health, developmental, and substance abuse services system, regional utilization management procedures and practices that reflect the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available at [www.dbhds.virginia.gov/OCC-default.htm](http://www.dbhds.virginia.gov/OCC-default.htm).

- 3.) Critical Incidents:** The CSB shall implement procedures to insure that the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.
- 4.) Emergency Services:** The CSB shall ensure that its clinical emergency services, other than preadmission screening evaluations, are provided only by licensed mental health professionals (psychologists, social workers, or professional counselors), certified preadmission screening evaluators, or residents or supervisees registered with the Board of Health Professions. This requirement does not preclude peers from participating as part of a team delivering emergency services. Preadmission screening evaluations can only be provided by CSB staff that meet requirements in section 4.c.9.) of this contract.
- 5.) Individual Outcome and CSB Provider Performance Measures**
  - a.) Measures:** Pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall report the individual outcome and CSB provider performance measures in Exhibit B of this contract to the Department.
  - b.) Individual CSB Performance Measures:** The Department may negotiate specific, time-limited measures with the CSB to address identified performance concerns or issues. The measures shall be included as Exhibit D of this contract.



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- c.) Individual Satisfaction Survey:** Pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall participate in the Annual Survey of Individuals Receiving MH and SA Outpatient Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the ID Family Survey (done at the time of the individual's annual planning meeting).
- d.) Strategic Prevention Framework (SPF):** The CSB shall utilize the evidenced-based SPF planning model to develop a logic model and comprehensive prevention plan in partnership with the community coalition in its service area. The SPF model includes: utilizing community, regional, and state data for needs assessment; building capacity to successfully implement prevention services; developing a logic model and strategic plan with measurable goals, objectives, and strategies; identifying and implementing evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluation for program management and decision making enabling the ability to reach outcomes; planning for sustainability of prevention outcomes; and utilizing cultural competence throughout all aspects of the SPF process.
- e.) Logic Model and Comprehensive Prevention Services Delivery Plan:** The logic model and comprehensive prevention services delivery plan shall identify individual level (i.e., youth, families, and parents), population level (i.e., community), and environmental approaches. The CSB shall utilize the Institute of Medicine model to identify target populations based on levels of risk - universal, selective, and indicated. Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use. The CSB shall utilize the six CSAP evidenced-based strategies: information dissemination, education and skill building, alternatives, problem I.D. and referral, community based process, and environmental approaches. CSBs shall utilize evidenced-based programs, practices, and strategies. Seventy- five percent of education programs administered shall be included in a federal list or registry of evidence-based interventions. A minimum of 15 percent of prevention services shall be environmental strategies.
- f.) Prevention Services Participants and Program Evaluations:** The CSB shall evaluate a minimum of 20 percent of participants in evidence-based prevention programs using program-specific instruments, which are evaluation instruments and processes developed by the program developer for that program. The CSB shall conduct program-specific evaluations of all federal Substance Abuse Prevention and Treatment grant-supported prevention programs as agreed in the grant contract with the Department. The CSB shall use community-level abstinence data from regional community youth survey data for alcohol, tobacco, and other drug use, perceptions of harm and disapproval, and other indicator data, including archival data listed in the National Outcome Measures, for outcome evaluation of environmental strategies and community-based processes.
- g.) Merchant Education:** In July 1992, Congress enacted P.L. 102-321 section 1926, the Synar Amendment, to decrease youth access to tobacco. To stay in compliance with the SAPT Block grant, states must meet and sustain the merchant Retail Violation Rate (RVR) under 20 percent or face penalties to the entire SAPT block grant. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective



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in keeping state RVR rates under the required 20 percent. The CSB should conduct a minimum of 15 Merchant Education activities and document each activity in KIT Solutions as an environmental strategy and identify it as a Synar activity. Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as Synar activities.

- h.) Recovery Orientation:** The CSB shall implement a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement and shall administer the Recovery Oriented Systems Indicators (ROSI) Consumer Survey (42 items) with a statistically valid sample of five percent or a minimum of 70, whichever is larger, of individuals with serious mental illness receiving mental health services from the CSB and the ROSI Provider Survey (23 item Administrative Profile) biennially and report on its recovery orientation to the Department by the last business day of March in odd-numbered years.
- 6.) Case Management Services Training:** The CSB shall ensure that all direct and contract staff that provides case management services have completed the case management curriculum developed by the Department within 60 days of its availability on the internet for current staff and thereafter within 30 days of employment for new staff.
- 7.) Developmental Case Management Services Organization:** The CSB shall structure its developmental case management services to be organizationally distinct and separate from services that it provides to ensure the independence of services from case management and avoid perceptions of undue case management influence on service choices by individuals.
- 8.) Program and Service Reviews:** The Department may conduct or contract for reviews of programs or services provided or contracted by the CSB under this contract to examine their quality or performance at any time as part of its monitoring and review responsibilities or in response to concerns or issues that come to its attention, as permitted under 45 CFR § 164.512 (a), (d), and (k) (6) (ii) and as part of its health oversight functions under § 32.1-127.1:03 (D) (6) and § 37.2-508 or § 37.2-608 of the Code of Virginia or with a valid authorization by the individual receiving services or his authorized representative that complies with the Human Rights Regulations and the HIPAA Privacy Rule. The CSB shall provide ready access to any records or other information necessary for the Department to conduct program or service reviews or investigations of critical incidents.
- 9.) Response to Complaints:** Pursuant to § 37.2-504 or § 37.2-605 of the Code of Virginia, the CSB shall implement procedures to satisfy the requirements for a local dispute resolution mechanism for individuals receiving services and to respond to complaints from individuals receiving services, family members, advocates, or other stakeholders as expeditiously as possible in a manner that seeks to achieve a satisfactory resolution and advises the complainant of any decision and the reason for it. The CSB shall acknowledge complaints that the Department refers to it within five business days of receipt and provide follow up commentary on them to the Department within 10 business days of receipt. The CSB shall post copies of its procedures in its public spaces and on its web site and provide copies to all individuals when they are admitted for services and provide a copy to the Department upon request.

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**10.) Access to Substance Abuse Treatment for Opioid Abuse:** The CSB shall ensure that individuals requesting treatment for opioid drug abuse, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate treatment services within 14 days of making the request for treatment or 120 days after making the request if the CSB has no capacity to admit the individual on the date of the request and within 48 hours of the request it makes interim services, as defined in 45 CFR § 96.126, available until the individual is admitted.

**c. Reporting Requirements**

**1.) CSB Responsibilities:** For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1037 and shall:

- a.) provide monthly Community Consumer Submission (CCS) extracts that report individual characteristic and service data to the Department, as required by § 37.2-508 or § 37.2-608 of the Code of Virginia, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code of Virginia, and as defined in the current CCS Extract Specifications and Design Specifications, including the current Business Rules, that are available on the Department's web site at [www.dbhds.virginia.gov/OCC-default.htm](http://www.dbhds.virginia.gov/OCC-default.htm) and are incorporated into and made a part of this contract by reference;
- b.) follow the current Core Services Taxonomy and CCS Extract Specifications and Design Specifications, including the current Business Rules, when responding to reporting requirements established by the Department;
- c.) complete the National Survey of Substance Abuse Treatment Services (N-SSATS) annually that is used to compile and update the National Directory of Drug and Alcohol Abuse Treatment Programs and the on-line Substance Abuse Treatment Facility Locator;
- d.) follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases and participate in the user acceptance testing process when requested to do so by the Department;
- e.) report KIT Prevention System or any subsequent system contracted by the Department data on all substance abuse prevention services provided by the CSB, including services that are supported wholly or in part by the Substance Abuse Prevention and Treatment (SAPT) Block Grant allocation for prevention services, LINK prevention, and substance abuse prevention services funded by other grants and reported under substance abuse in the CARS, and enter KIT Prevention System or any subsequent system contracted by the Department data by June 15 on goals, objectives, and linked programs, strategies, and practices approved by the community prevention planning coalition;
- f.) supply information to the Department's Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code of Virginia and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii);
- g.) report data and information required by the current Appropriation Act; and

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- h.) report data identified collaboratively by the Department and the CSB working through the Virginia Association of Community Services Boards Data Management Committee on the regional REACH program if the CSB is the fiscal agent for this program.
- 2.) Routine Reporting Requirements:** The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current CARS, CCS, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department. The CSB shall provide the following information and meet the following reporting requirements:
  - a.) types and service capacities of services provided, costs for services provided, and funds received by source and amount and expenses paid by program area and for emergency and ancillary services quarterly through the CARS, and state and federal block grant funds expended by core service with the fourth quarter CARS report;
  - b.) demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current CCS;
  - c.) community waiting list information for the Comprehensive State Plan that is required by § 37.2-315 of the Code of Virginia, as permitted under § 32.1-127.1:03 (D) (6) of the Code of Virginia and 45 CFR § 164.512 (d) and (k) (6) (ii) (when required);
  - d.) State Facility Discharge Waiting List Data Base reports using ACCESS software supplied by the Department;
  - e.) Federal Balance Report (October 15);
  - f.) PATH reports (mid-year and at the end of the fiscal year); and
  - g.) other reporting requirements in the current CCS Extract or Design Specifications.
- 3.) Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the CSB shall work with the Department through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS, and the TEDS and other federal reporting requirements.
- 4.) Data Elements:** The CSB shall work with the Department through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.
- 5.) Streamlining Reporting Requirements:** The CSB shall work with the Department through the DMC to review existing reporting requirements including the current CCS to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as

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possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

- d. Providing Information:** The CSB shall provide any information requested by the Department that is related to the services, funds, or expenditures in this contract or the performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of information requested. Provision of information shall comply with applicable laws and regulations governing confidentiality, privacy, and security of information regarding individuals receiving services from the CSB.
- e. Compliance Requirements:** The CSB shall comply with all applicable federal, state, and local laws and regulations, including those contained or referenced in the CSB Administrative Requirements and Exhibits F and J of this contract, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

The CSB shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The CSB shall ensure sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department. The Department will accept 256 bit encryption methods that are FIPS 140-2 compliant.

The CSB shall follow the procedures and satisfy the requirements in the Performance Contract Process and the Administrative Performance Standards in Exhibits E and I of this contract. The CSB shall document compliance with § 37.2-501 or § 37.2-602 of the Code of Virginia in Exhibit H of this contract.

- f. Regional Programs:** The CSB shall manage or participate in the management of, account for, and report on regional programs in accordance with the Regional Program Operating Principles and the Regional Program Procedures in Appendices E and F of the Core Services Taxonomy. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program. Protected health information, personally identifiable information, or other information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii) of the HIPAA regulations and under §32.1-127.1:03.D (6) of the Code.
- g. Intensive Care Coordination for the Comprehensive Services Act**

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- 1.) As the single point of entry into publicly funded mental health, developmental, and substance abuse services pursuant to § 37.2-500 of the Code of Virginia and as the exclusive provider of Medicaid rehabilitative mental health and targeted ID case management services, the CSB is the most appropriate provider of intensive care coordination (ICC) services through the Comprehensive Services Act for At-Risk Youth and Families (CSA). The CSB and the local Community Policy and Management Team (CPMT) in its service area shall determine collaboratively the most appropriate and cost-effective provider of ICC services for children who are placed in or are at risk of being placed in residential care through the CSA program in accordance with guidelines developed by the State Executive Council and shall develop a local plan for ICC services that best meets the needs of those children and their families. If there is more than one CPMT in the CSB's service area, the CPMTs and the CSB may work together as a region to develop a plan for ICC services.
- 2.) If the CSB is identified as the provider of ICC services, it shall work in close collaboration with its CPMT(s) and Family Assessment and Planning Team(s) to implement ICC services, to assure adequate support for these services through local CSA funds, and to assure that all children receive appropriate assessment and care planning services. Examples of ICC activities include: efforts at diversion from more restrictive levels of care, discharge planning to expedite return from residential or facility care, and community placement monitoring and care coordination work with family members and other significant stakeholders. If it contracts with another entity to provide ICC services, the CSB shall remain fully responsible for ICC services, including monitoring the services provided under the contract.
- h. Electronic Health Record:** The CSB shall implement and maintain an electronic health record that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology - Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with the Department and its state hospitals and training centers and other CSBs.
- i. Reviews:** The CSB shall participate in the periodic, comprehensive administrative and programmatic review of the CSB conducted by the Department to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The CSB shall address recommendations in the review report by the dates specified in the report or those recommendations may be incorporated in an Exhibit D.

## **7. Department Responsibilities**

- a. Funding:** The Department shall disburse state funds displayed in Exhibit A prospectively on a semi-monthly basis to the CSB, subject to the CSB's compliance with the provisions of this contract. Payments may be revised to reflect funding adjustments. The Department shall disburse federal grant funds that it receives to the CSB in accordance with the requirements of the applicable federal grant and, wherever possible, prospectively on a semi-monthly basis. The Department shall make these payments in accordance with Exhibit E of this contract.
- b. State Facility Services**
  - 1.) **Availability:** The Department shall make state facility services available, if appropriate, through its state hospitals and training centers when individuals located in the CSB's service area meet the admission criteria for these services.

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- 2.) **Bed Utilization:** The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512 (k) (6) (ii). The Department shall post state hospital and training center bed utilization by the CSB for all types of beds (adult, geriatric, child and adolescent, and forensic) and for TDO admissions and bed day utilization on its web site.
- 3.) **Continuity of Care:** The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035 to support service linkages with the CSB, including adherence to the applicable provisions of the Continuity of Care Procedures, attached to the CSB Administrative Requirements as Appendix A, and the current *Discharge Protocols for Community Services Boards and State Hospitals* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.
- 4.) **Medical Screening and Medical Assessment:** When working with CSBs and other facilities to arrange for treatment of individuals in the state hospital, the state hospital shall assure that its staff follows the *Medical Screening and Medical Assessment Guidance*, Second Edition, effective on April 1, 2014. The state hospital staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.
- 5.) **Planning:** The Department shall involve the CSB, as applicable and to the greatest extent possible, in collaborative planning activities regarding the future role and structure of state hospitals and training centers.
- 6.) **Recovery Orientation:** The Department shall ensure that each state hospital implements a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement, and each state hospital shall report on its recovery orientation to the Department by the last business day of March in odd-numbered years.
- 7.) **Virginia Psychiatric Bed Registry:** The Department shall participate in the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code of Virginia and provide information about state hospital bed availability to the registry in real time.

**c. Quality of Care**

- 1.) **Measures:** The Department in collaboration with the VACSB Data Management and Quality Assurance Committees shall identify individual outcome, CSB provider performance, individual satisfaction, individual and family member participation and involvement measures, and quality improvement measures, pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, and shall collect information about these measures and work with the CSB to use them as part of the Continuous Quality Improvement Process described in Appendix E of the CSB Administrative Requirements to improve services.

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- 2.) Department CSB Performance Measures Data Dashboard:** The Department shall develop a data dashboard to display the CSB Performance Measures in Exhibit B, developed in collaboration with the CSB, and post it on its web site. The Department shall work with the CSB to identify and implement actions to improve the CSB's ranking on any outcome or performance measure on which it is below the benchmark.
- 3.) Utilization Management:** The Department shall work with the CSB, state hospitals and training centers serving it, and private providers involved with the public mental health, developmental, and substance abuse services system to implement regional utilization management procedures and practices reflected in the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference.
- 4.) Recovery Orientation:** The Department shall implement a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement and shall report on its recovery orientation on its web site by the last business day of March in odd-numbered years. It shall work with the CSB within the resources available to support the CSB's efforts to assess and increase its recovery orientation over time and review and provide feedback to the CSB on its efforts.
- 5.) Continuity of Care:** In order to fulfill its responsibilities related to discharge planning, the Department shall comply with § 37.2-837 of the Code of Virginia, State Board Policy 1036, the current *Discharge Protocols for Community Services Boards and State Hospitals* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*, and the Continuity of Care Procedures, included in the CSB Administrative Requirements as Appendix A.
- 6.) Human Rights:** The Department shall operate the statewide human rights system described in the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*, monitor compliance with the human rights requirements in those regulations, and conduct reviews and investigations referenced in those regulations. The Department's human rights staff shall be available on a daily basis, including weekends and holidays, to receive reports of allegations of violations of the human rights of individuals receiving services from the CSB.
- 7.) Licensing:** The Department shall license programs and services that meet the requirements in the current *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services* and conduct licensing reviews in accordance with the provisions of those regulations. The Department shall respond in a timely manner to issues raised by the CSB regarding its efforts to coordinate and monitor services provided by independent providers licensed by the Department.

### **d. Reporting Requirements**

- 1.) Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the Department shall work with CSBs through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current Community Consumer Submission (CCS), and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The Department also

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shall work with CSBs through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS, and the TEDS and other federal reporting requirements.

- 2.) Community Consumer Submission:** The Department shall collaborate with CSBs through the DMC in the implementation and modification of the current CCS, which reports individual characteristic and service data that is required under § 37.2-508 or § 37.2-608 of the Code of Virginia, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, §1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, to the Department and is defined in the current CCS Extract Specifications and Design Specifications, including the current Business Rules. The Department will receive and use individual characteristic and service data disclosed by the CSB through the CCS as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) of the HIPAA regulations and § 32.1-127.1:03.D (6) of the Code of Virginia and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code of Virginia and HIPAA. The Department shall follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases.
- 3.) Data Elements:** The Department shall work with CSBs through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.
- 4.) Surveys:** The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the Procedures for Approving CSB Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements, reissued by Commissioner James Stewart on March 4, 2011.
- 5.) Streamlining Reporting Requirements:** The Department shall work with CSBs through the DMC to review existing reporting requirements including the current CCS to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.
- e. Compliance Requirements:** The Department shall comply with all applicable state and federal statutes and regulations, including those contained or referenced in the CSB Administrative Requirements, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. If any laws or regulations



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that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

The Department and its state hospitals and training centers shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department and CSB. The Department will use 256 bit encryption methods that are FIPS 140-2 compliant.

If the CSB's receipt of DAP or state facility reinvestment project funds causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the Code of Virginia, the Department shall grant an automatic waiver of that requirement, related to the DAP or state facility reinvestment project funds, as authorized by that Code section and State Board Policy 4010.

- f. Communication:** The Department shall provide technical assistance and written notification to the CSB regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are known to the Department. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract. The Department shall provide any information requested by the CSB that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested.
- g. Regional Programs:** The Department may conduct utilization review or management activities involving services provided by the CSB through a regional program. If such activities involve the disclosure of protected health information, personally identifiable information, or other information, the information may be used and disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii) ) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code of Virginia. If the CSB's participation in a regional program, as defined in the Regional Program Principles and the Regional Program Procedures in Appendices E and F of the current Core Services Taxonomy, causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the Code of Virginia, the Department shall grant an automatic waiver of that requirement, related to the funds for that regional program, as authorized by that Code section and State Board Policy 4010.
- h. Peer Review Process:** The Department shall implement a process in collaboration with volunteer CSBs to ensure that at least five percent of community mental health and substance abuse programs receive independent peer reviews annually, per federal requirements and guidelines, to review the quality and appropriateness of services. The Department shall manage this process to ensure that peer reviewers do not monitor their own programs.

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- i. Electronic Health Record:** The Department shall implement and maintain an electronic health record in its central office and state hospitals and training centers that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology - Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with CSBs.
  - j. Reviews:** The Department shall review and take appropriate action on audits submitted by the CSB in accordance with the provisions of this contract and the CSB Administrative Requirements. The Department shall conduct a periodic, comprehensive administrative and programmatic review of the CSB to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The Department shall present a report of the review to the CSB and monitor the CSB's implementation of any recommendations in the report.
- 8. Subcontracting:** The CSB may subcontract any requirements in this contract. The CSB shall remain fully and solely responsible and accountable for meeting all of its obligations and duties under this contract, including all services, terms, and conditions, without regard to its subcontracting arrangements. Subcontracting shall comply with applicable statutes, regulations, and guidelines, including the Virginia Public Procurement Act. All subcontracted activities shall be formalized in written contracts between the CSB and subcontractors. The CSB agrees to provide copies of contracts or other documents to the Department on request.

A subcontract means a written agreement between the CSB and another party under which the other party performs any of the CSB's obligations. Subcontracts, unless the context or situation supports a different interpretation or meaning, also may include agreements, memoranda of understanding, purchase orders, contracts, or other similar documents for the purchase of services or goods by the CSB from another organization or agency or a person on behalf of an individual. If the CSB hires an individual not as an employee but as a contractor (e.g., a part-time psychiatrist) to work in its programs, this does not constitute subcontracting under this section. CSB payments for rent or room and board in a non-licensed facility (e.g., rent subsidies or a hotel room) do not constitute subcontracting under this section, and the provisions of this section, except for compliance with the Human Rights regulations, do not apply to the purchase of a service for one individual.

- a. Subcontracts:** The written subcontract shall, as applicable and at a minimum, state the activities to be performed, the time schedule and duration, the policies and requirements, including data reporting, applicable to the subcontractor, the maximum amount of money for which the CSB may become obligated, and the manner in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments or contributions to the CSB as a condition of doing business with the CSB.
  - b. Subcontractor Compliance:** The CSB shall require that its subcontractors comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in this contract. The CSB shall require that its subcontractors submit to the CSB all required CCS 3 data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS 3 submissions to the Department. The CSB shall require that any agency, organization, or person with which it intends to subcontract services that are included in this contract is fully qualified and possesses and maintains current all necessary

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licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and places individuals in the subcontracted service. The CSB shall require all subcontractors that provide services to individuals and are licensed by the Department to maintain compliance with the Human Rights Regulations adopted by the State Board. The CSB shall, to the greatest extent practicable, require all other subcontractors that provide services purchased by the CSB for individuals and are not licensed by the Department to develop and implement policies and procedures that comply with the CSB's human rights policies and procedures or to allow the CSB to handle allegations of human rights violations on behalf of individuals served by the CSB who are receiving services from such subcontractors. When it funds providers such as family members, neighbors, individuals receiving services, or others to serve individuals, the CSB may comply with these requirements on behalf of those providers, if both parties agree.

- c. Subcontractor Dispute Resolution:** The CSB shall include contract dispute resolution procedures in its contracts with subcontractors.
- d. Quality Improvement Activities:** The CSB shall, to the extent practicable, incorporate specific language in its subcontracts regarding the quality improvement activities of subcontractors. Each vendor that subcontracts with the CSB should have its own quality improvement system in place or participate in the CSB's quality improvement program.

### **9. Terms and Conditions**

- a. Availability of Funds:** The Department and the CSB shall be bound by the provisions of this contract only to the extent of the funds available or that may hereafter become available for the purposes of the contract.
- b. Compliance:** The Department may utilize a variety of remedies, including requiring a corrective action plan, delaying payments, reducing allocations or payments, and terminating the contract, to assure CSB compliance with this contract. Specific remedies, described in Exhibit I of this contract, may be taken if the CSB fails to satisfy the reporting requirements in this contract.
- c. Disputes:** Resolution of disputes arising from Department contract compliance review and performance management efforts or from actions by the CSB related to this contract may be pursued through the dispute resolution process in section 9.f, which may be used to appeal only the following conditions:
  - 1.) reduction or withdrawal of state general or federal funds, unless funds for this activity are withdrawn by action of the General Assembly or federal government, or adjustment of allocations or payments pursuant to section 5 of this contract;
  - 2.) termination or suspension of the contract, unless funding is no longer available;
  - 3.) refusal to negotiate or execute a contract modification;
  - 4.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or
  - 5.) determination that an expenditure is not allowable under this contract.
- d. Termination**
  - 1.) The Department may terminate this contract immediately, in whole or in part, at any time during the contract period if funds for this activity are withdrawn or not appropriated by the General Assembly or are not provided by the federal government.

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In this situation, the obligations of the Department and the CSB under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.

- 2.) The CSB may terminate this contract immediately, in whole or in part, at any time during the contract period if funds for this activity are withdrawn or not appropriated by its local government(s) or other funding sources. In this situation, the obligations of the CSB and the Department under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.
- 3.) In accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in section 9.e and after affording the CSB an adequate opportunity to use the dispute resolution process described in section 9.f of this contract. A written notice specifying the cause shall be delivered to the CSB's board chairperson and executive director at least 75 days prior to the date of actual termination of the contract. In the event of contract termination under these circumstances, only payment for allowable services rendered by the CSB shall be made by the Department.
- e. **Remediation Process:** The remediation process mentioned in § 37.2-508 or § 37.2-608 of the Code of Virginia is an informal procedure that shall be used by the Department and the CSB to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of the contract, in whole or in part, in accordance with the provisions of section 9.d of this contract. The details of this remediation process shall be developed by the parties and added as an exhibit of this contract. This exhibit shall describe the situation or condition and include the performance measures that shall document a satisfactory resolution of the situation or condition.
- f. **Dispute Resolution Process:** Disputes arising from any of the conditions in section 9.c of this contract shall be resolved using the following process.
  - 1.) Within 15 days of the CSB's identification or receipt of a disputable action taken by the Department or of the Department's identification or receipt of a disputable action taken by the CSB, the party seeking resolution of the dispute shall submit a written notice to the Department's Director of Community Contracting, stating its desire to use the dispute resolution process. The written notice must describe the condition, nature, and details of the dispute and the relief sought by the party.
  - 2.) The Director of Community Contracting shall review the written notice and determine if the dispute falls within the conditions listed in section 9.c. If it does not, the Director of Community Contracting shall notify the party in writing within seven days of receipt of the written notice that the dispute is not subject to this dispute resolution process. The party may appeal this determination to the Commissioner in writing within seven days of its receipt of the Director's written notification.
  - 3.) If the dispute falls within the conditions listed in section 9.c, the Director of Community Contracting shall notify the party within seven days of receipt of the written notice that a panel will be appointed within 15 days to conduct an administrative hearing.
  - 4.) Within 15 days of notification to the party, a panel of three or five disinterested persons shall be appointed to hear the dispute. The CSB shall appoint one or two members; the Commissioner shall appoint one or two members; and the appointed members shall

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appoint the third or fifth member. Each panel member will be informed of the nature of the dispute and be required to sign a statement indicating that he has no interest in the dispute. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.

- 5.) The Director of Community Contracting will contact the parties by telephone and arrange for a panel hearing at a mutually convenient time, date, and place. The panel hearing shall be scheduled not more than 15 days after the appointment of panel members. Confirmation of the time, date, and place of the hearing will be communicated to all parties at least seven days in advance of the hearing.
  - 6.) The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision or action was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party in order to obtain a clear understanding of the facts.
  - 7.) Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.
  - 8.) The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (1) fraudulent, arbitrary, or capricious; (2) so grossly erroneous as to imply bad faith; (3) in the case of termination of the contract due to failure to perform, the criteria for performance measurement are found to be erroneous, arbitrary, or capricious; or (4) not within the CSB's purview.
  - 9.) The final decision shall be sent by certified mail to both parties no later than 60 days after receipt of the written notice from the party invoking the dispute resolution process.
  - 10.) Multiple appeal notices shall be handled independently and sequentially so that an initial appeal will not be delayed by a second appeal.
  - 11.) The CSB or the Department may seek judicial review of the final decision to terminate or suspend the contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.
- g. Contract Amendment:** This contract, including all exhibits and incorporated documents, constitutes the entire agreement between the Department and the CSB. The services identified in Exhibit A of this contract may be revised in accordance with the performance contract revision instructions contained in Exhibit E of this contract. Other provisions of this contract may be amended only by mutual agreement of the parties, in writing and signed by the parties hereto.
- h. Liability:** The CSB shall defend or compromise, as appropriate, all claims, suits, actions, or proceedings arising from its performance of this contract. The CSB shall obtain and maintain sufficient liability insurance to cover claims for bodily injury and property damage and suitable administrative or directors and officers liability insurance. These responsibilities may be discharged by means of a proper and sufficient self-insurance program operated by the state or a city or county government. The CSB shall provide a copy of any such policy or program to the Department upon request. This contract is not

**FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

intended to and does not create by implication or otherwise any basis for any claim or cause of action by a person or entity not a party to this contract arising out of any claimed violation of any provision of this contract, nor does it create any claim or right on behalf of any person to services or benefits from the CSB or the Department.

- i. **Constitution of the CSB:** The resolutions or ordinances currently in effect that were enacted by the governing body or bodies of the local government or governments to establish the CSB are consistent with applicable statutory requirements in §§ 37.2-500, 37.2-501, and 37.2-502 or §§ 37.2-601, 37.2-602, and 37.2-603 of the Code of Virginia and accurately reflect the current purpose, roles and responsibilities, local government membership, number and type of CSB board member appointments from each locality, the CSB's relationship with its local government or governments, and the name of the CSB.
- j. **Severability:** Each paragraph and provision of this contract is severable from the entire contract, and the remaining provisions shall nevertheless remain in full force and effect if any provision is declared invalid or unenforceable.

**10. Performance Incentives**

- a. **Excellent Performance:** The CSB agrees to work through the VACSB with the Department to develop a performance incentive mechanism during FY 2015 for implementation in FY 2016 to reward excellent CSB performance using a small amount of state funds from the grants to localities appropriation to make one-time awards to CSBs that exceed established criteria or goals. Examples of criteria or goals may include eliminating waiting lists for substance abuse outpatient services, producing the largest improvement on a performance measure, or achieving the highest percentage on an Exhibit B performance measure.
- b. **State Hospital TDO Bed Utilization:** The CSB agrees to work through the VACSB with the Department to analyze CSB TDO bed utilization and develop utilization baselines that will be modeled in FY 2015. The Department may establish and apply fiscal incentives and disincentives to outliers based on those baselines in FY 2016.

**11. Signatures:** In witness thereof, the Department and the CSB have caused this performance contract to be executed by the following duly authorized officials.

**Virginia Department of Behavioral Health  
And Developmental Services**

Hampton - Newport News

**CSB**

By: \_\_\_\_\_  
Name: Debra Ferguson, Ph.D.  
Title: Commissioner  
Date: \_\_\_\_\_

By: JB Combs Jr  
Name: JB Combs Jr  
Title: CSB Chairperson  
Date: 8/26/2014

By: Charles Andrew Hall  
Name: Charles Andrew Hall  
Title: CSB Executive Director  
Date: 8/26/14  
26. 08-20-2014

# **FY 2015 And FY 2016 Community Services Performance Contract**

## **FY 2015 Exhibit A: Resources and Services**

### **Hampton-Newport News Community Services Board**

#### **Consolidated Budget (Pages AF-3 through AF-8)**

<b>Funding Sources</b>	<b>Mental Health Services</b>	<b>Developmental Services</b>	<b>Substance Abuse Services</b>	<b>TOTAL</b>
State Funds	16,905,544	1,928,154	3,103,822	21,937,520
Local Matching Funds	2,755,929	249,901	198,355	3,204,185
Total Fees	17,557,834	14,182,213	2,647,408	34,387,455
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	1,177,274	0	1,595,825	2,773,099
Other Funds	0	0	0	0
State Retained Earnings	288,394	0	0	288,394
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	38,684,975	16,360,268	7,545,410	62,590,653
State Funds One-Time	0		0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	0	0	0	0
<b>TOTAL ALL FUNDS</b>	<b>38,684,975</b>	<b>16,360,268</b>	<b>7,545,410</b>	<b>62,590,653</b>
<b>Cost for MH/DV/SA Services</b>	<b>35,723,897</b>	<b>18,116,526</b>	<b>6,568,894</b>	<b>60,409,317</b>
<b>Cost for Emergency Services (AP-4)</b>				<b>1,047,412</b>
<b>Cost for Ancillary Services (AP-4)</b>				<b>1,133,924</b>
<b>Total Cost</b>				<b>62,590,653</b>

<b>Local Match Computation</b>	
Total State Funds	21,937,520
Total Local Matching Funds	3,204,185
Total State and Local Funds	25,141,705
Total Local Match % (Local/Total State + Local)	12.74%

<b>CSB Administrative Expenses</b>	
Total Admin. Expenses	7,330,924
Total Expenses	62,590,653
Administrative Percent	11.71%



**FY2015 Community Services Performance Contract**  
**Exhibit A: Resources and Services**  
**Hampton-Newport News Community Services Board**  
**Financial Comments**

<b>Comment1</b>	MH State Retained Earnings - Regional Programs includes: 250,000 of Regional
<b>Comment2</b>	funds, and Transfer In from WTCSB of \$38,394 of Prior Year MH 2014 DAP
<b>Comment3</b>	
<b>Comment4</b>	Transfers out of Total MH Regional Funds, MH Expanded Community Capacity,
<b>Comment5</b>	MH Crisis Response and Child Psy and Total SA Facility Reinvest are per the
<b>Comment6</b>	schedule distributed via email on 7/18/2014
<b>Comment7</b>	
<b>Comment8</b>	
<b>Comment9</b>	
<b>Comment10</b>	
<b>Comment11</b>	
<b>Comment12</b>	
<b>Comment13</b>	
<b>Comment14</b>	
<b>Comment15</b>	
<b>Comment16</b>	
<b>Comment17</b>	
<b>Comment18</b>	
<b>Comment19</b>	
<b>Comment20</b>	
<b>Comment21</b>	
<b>Comment22</b>	
<b>Comment23</b>	
<b>Comment24</b>	
<b>Comment25</b>	



**FY 2015 Community Services Performance Contract Financial Summary**

**Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Hampton-Newport News Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>FEES</u></b>	
MH Medicaid Fees	13,834,103
MH Fees: Other	3,723,731
<b>Total MH Fees</b>	<b>17,557,834</b>
MH Transfer Fees In/(Out)	0
<b>MH Net Fees</b>	<b>17,557,834</b>
<b><u>FEDERAL FUNDS</u></b>	
MH FBG SED Child & Adolescent (93.958)	137,496
MH FBG SMI (93.958)	14,033
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVMH Board (93.958)	0
<b>Total MH FBG SMI FUNDS</b>	<b>14,033</b>
MH FBG Geriatrics (93.958)	500,000
MH FBG Consumer Services (93.958)	0
<b>Total MH FBG Adult Funds</b>	<b>514,033</b>
MH Federal PATH (93.150)	17,276
MH Other Federal - DBHDS	0
MH Other Federal - CSB	508,469
<b>TOTAL MH FEDERAL FUNDS</b>	<b>1,177,274</b>
<b><u>STATE FUNDS</u></b>	
<b><u>Regional Funds</u></b>	
MH Acute Care (Fiscal Agent)	1,161,890
MH Acute Care Transfer In/(Out)	0
<b>MH Net Acute Care - Restricted</b>	<b>1,161,890</b>
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	275,508
<b>MH Net Regional DAP - Restricted</b>	<b>275,508</b>
MH Crisis Stabilization (Fiscal Agent)	2,116,775
MH Recovery (Fiscal Agent)	0
MH Other Merged Regional Funds (Fiscal Agent)	10,802,663
MH Total Regional Transfer In/(Out)	-5,398,732
<b>MH Net Unrestricted Regional State Funds</b>	<b>7,520,706</b>
<b>Total MH Net Regional State Funds</b>	<b>8,958,104</b>

**FY 2015 Community Services Performance Contract Financial Summary**

**Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Hampton-Newport News Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>Children State Funds</u></b>	
MH Child & Adolescent Services Initiative	425,484
MH Children's Outpatient Services	75,000
<b>Total MH Restricted Children's Funds</b>	<b>500,484</b>
MH State Children's Services	25,000
MH Juvenile Detention	111,724
MH Demo Proj-System of Care (Child)	0
<b>Total MH Unrestricted Children's Funds</b>	<b>136,724</b>
MH Crisis Response & Child Psychiatry (Fiscal Agent)	839,117
MH Crisis Response & Child Psychiatry Transfer In/(Out)	-345,569
<b>Total MH Net Restricted Crisis Response &amp; Child Psychiatry</b>	<b>493,548</b>
<b>Total MH State Children's Funds</b>	<b>1,130,756</b>
<b><u>Other State Funds</u></b>	
MH Law Reform	397,790
MH Pharmacy - Medication Supports	858,836
MH Jail Diversion Services	288,800
MH Adult Outpatient Competency Restoration Svcs	0
MH CIT Assessment Sites	0
MH Expanded Community Capacity (Fiscal Agent)	1,932,513
MH Expanded Community Capacity Transfer In/(Out)	-1,174,551
<b>Total MH Net Expanded Community Capacity</b>	<b>757,962</b>
MH 2014 DAP (Fiscal Agent)	0
MH 2014 DAP Transfer In/(Out)	5,460
<b>Total MH Net 2014 DAP</b>	<b>5,460</b>
<b>Total MH Restricted Other State Funds</b>	<b>2,308,848</b>
MH State Funds	3,675,336
MH State Regional Deaf Services	170,000
MH State NGRJ Funds	0
MH PACT	662,500
MH Geriatrics Services	0
<b>Total MH Unrestricted Other State Funds</b>	<b>4,507,836</b>
<b>Total MH Other State Funds</b>	<b>6,816,684</b>
<b>TOTAL MH STATE FUNDS</b>	<b>16,905,544</b>

**FY 2015 Community Services Performance Contract Financial Summary**

**Exhibit A: Resources and Services**

**Mental Health (MH) Services**

**Hampton-Newport News Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>OTHER FUNDS</u></b>	
MH Other Funds	0
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Prog	288,394
MH Other Retained Earnings	0
Total MH Other Funds	288,394
<b><u>LOCAL MATCHING FUNDS</u></b>	
MH Local Government Appropriations	2,755,929
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	2,755,929
Total MH Funds	38,684,975
<b><u>ONE TIME FUNDS</u></b>	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Consumer Services (93.958)	0
MH State Funds	0
Total MH One Time Funds	0
Total MH All Funds	38,684,975

# **FY 2015 Community Services Performance Contract Financial Summary**

## **Exhibit A: Resources and Services**

### **Developmental Services (DV)**

#### **Hampton-Newport News Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>FEES</u></b>	
DV Other Medicaid Fees	10,634,123
DV Medicaid ICF/ID Fees	2,697,802
DV Fees: Other	850,288
<b>Total DV Fees</b>	<b>14,182,213</b>
DV Transfer Fees In/(Out)	0
<b>DV NET FEES</b>	<b>14,182,213</b>
<b><u>FEDERAL FUNDS</u></b>	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
<b>TOTAL DV FEDERAL FUNDS</b>	<b>0</b>
<b><u>STATE FUNDS</u></b>	
DV State Funds	140,239
DV OBRA	27,915
<b>Total DV Unrestricted State Funds</b>	<b>168,154</b>
DV Crisis Stabilization (Fiscal Agent)	1,760,000
DV Rental Subsidies	0
DV Crisis Stabilization – Children	0
<b>TOTAL DV Restricted State Funds</b>	<b>1,760,000</b>
<b>TOTAL DV STATE FUNDS</b>	<b>1,928,154</b>
<b><u>OTHER FUNDS</u></b>	
DV Workshop Sales	0
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings-Regional Prog	0
DV Other Retained Earnings	0
<b>TOTAL DV OTHER FUNDS</b>	<b>0</b>
<b><u>LOCAL MATCHING FUNDS</u></b>	
DV Local Government Appropriations	249,901
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
<b>TOTAL DV LOCAL MATCHING FUNDS</b>	<b>249,901</b>
<b>Total DV All Funds</b>	<b>16,360,268</b>

**FY 2015 Community Services Performance Contract**  
**Table 1: Board of Directors Membership Characteristics**

<b>Name of CSB:</b>	<b>Hampton-Newport News Community Services Board</b>		
<b>Total Appointments:</b>	<input type="text" value="15"/>	<b>Vacancies:</b>	<input type="text" value="0"/> <b>Filled Appointments:</b> <input type="text" value="15"/>
<b>Number of Individuals Who Previously Receives Services:</b>	<input type="text" value="2"/>		
<b>Number of Individuals Currently Receiving Services:</b>	<input type="text" value="1"/>		
<b>Number of Family Members:</b>	<input type="text" value="8"/>		

# **FY 2015 Community Services Performance Contract Financial Summary**

## **Exhibit A: Resources and Services**

### **Substance Abuse (SA) Services**

#### **Hampton-Newport News Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>FEES</u></b>	
SA Medicaid Fees	1,339,408
SA Fees: Other	<u>1,308,000</u>
Total SA Fees	2,647,408
SA Transfer Fees In/(Out)	<u>0</u>
SA NET FEES	2,647,408
<b><u>FEDERAL FUNDS</u></b>	
SA FBG Alcohol/Drug Trmt (93.959)	960,728
SA FBG SARPOS (93.959)	122,888
SA FBG Jail Services (93.959)	0
SA FBG Co-Occurring (93.959)	28,651
SA FBG New Directions (93.959)	0
SA FBG Recovery (93.959)	<u>0</u>
Total SA FBG A/D Trmt Funds	1,112,267
SA FBG Women (includes LINK at 6 CSBs) (93.959)	246,305
SA FBG Prevention-Women (LINK) (93.959)	<u>20,000</u>
Total SA FBG Women Funds	266,305
SA FBG Prevention (93.959)	217,253
SA FBG Prev-Family Wellness (93.959)	<u>0</u>
Total SA FBG Prevention Funds	217,253
SA Other Federal - DBHDS	0
SA Other Federal - CSB	<u>0</u>
TOTAL SA FEDERAL FUNDS	1,595,825
<b><u>STATE FUNDS</u></b>	
<b><u>Regional Funds</u></b>	
SA Facility Reinvestment (Fiscal Agent)	476,036
SA Facility Reinvestment Transfer In/(Out)	<u>-476,036</u>
SA Net Facility Reinvestment	0

# **FY 2015 Community Services Performance Contract Financial Summary**

## **Exhibit A: Resources and Services**

### **Substance Abuse (SA) Services**

#### **Hampton-Newport News Community Services Board**

<b>Funding Sources</b>	<b>Funds</b>
<b><u>Other State Funds</u></b>	
SA Women (includes LINK at 4 CSBs) (Restricted)	486,320
<b><u>Unrestricted Other State Funds</u></b>	
SA State Funds	2,099,116
SA Region V Residential	108,732
SA Jail Services/Juv Detention	174,719
SA MAT - Medically Assisted Treatment	0
SA SARPOS	57,737
SA Recovery	0
SA HIV/AIDS	177,198
<b>Total SA Unrestricted Other State Funds</b>	<b>2,617,502</b>
<b>Total SA Other State Funds</b>	<b>3,103,822</b>
<b>TOTAL SA STATE FUNDS</b>	<b>3,103,822</b>
<b><u>OTHER FUNDS</u></b>	
SA Other Funds	0
SA Federal Retained Earnings	0
SA State Retained Earnings	0
SA State Retained Earnings-Regional Prog	0
SA Other Retained Earnings	0
<b>TOTAL SA OTHER FUNDS</b>	<b>0</b>
<b><u>LOCAL MATCHING FUNDS</u></b>	
SA Local Government Appropriations	198,355
SA Philanthropic Cash Contributions	0
SA In-Kind Contributions	0
SA Local Interest Revenue	0
<b>TOTAL SA LOCAL MATCHING FUNDS</b>	<b>198,355</b>
<b>TOTAL SA Funds</b>	<b>7,545,410</b>
<b><u>ONE-TIME FUNDS</u></b>	
SA FBG Alcohol/Drug Trmt (93.959)	0
SA FBG Women (includes LINK-6 CSBs) (93.959)	0
SA FBG Prevention (93.959)	0
SA State Funds	0
<b>TOTAL SA ONE-TIME FUNDS</b>	<b>0</b>
<b>TOTAL ALL SA Funds</b>	<b>7,545,410</b>

**FY 2015 Community Services Performance Contract**

**Local Government Tax Appropriations**

**Hampton-Newport News Community Services Board**

<b>City/County</b>	<b>Tax Appropriation</b>
Newport News City	1,523,523
Hampton City	1,680,662
<b>Total Local Government Tax Funds:</b>	<b>3,204,185</b>





**FY 2015 And FY 2016 Community Services Performance Contract**

**FY 2015 Exhibit A: Resources and Services**

**CSB 100 Mental Health Services**

**Hampton-Newport News Community Services Board**

**Report for Form 11**

<b>Core Services Code</b>	<b>Projected Service Capacity</b>	<b>Projected Costs</b>
250 Mental Health Acute Psychiatric Inpatient Services	18 Beds	\$5,374,799
310 Outpatient Services	41.39 FTEs	\$7,518,026
350 Assertive Community Treatment	12.05 FTEs	\$1,393,056
320 Case Management Services	59 FTEs	\$5,582,431
410 Day Treatment or Partial Hospitalization	447 Slots	\$8,632,951
420 Ambulatory Crisis Stabilization Services	4 Slots	\$930,394
425 Mental Health Rehabilitation	10 Slots	\$263,627
510 Residential Crisis Stabilization Services	11 Beds	\$1,963,593
551 Supervised Residential Services	12 Beds	\$794,654
581 Supportive Residential Services	31.81 FTEs	\$3,270,366
<b>Total Costs</b>		<b>\$35,723,897</b>

**FY 2015 And FY 2016 Community Services Performance Contract**

**FY 2015 Exhibit A: Resources and Services**

**CSB 200 Developmental Services**

**Hampton-Newport News Community Services Board**

**Report for Form 21**

<b>Core Services Code</b>	<b>Projected Service Capacity</b>	<b>Projected Costs</b>
320 Case Management Services	35 FTEs	\$3,205,709
420 Ambulatory Crisis Stabilization Services	9 Slots	\$1,012,920
425 Developmental Habilitation	120 Slots	\$2,672,410
501 Developmental Highly Intensive Residential Services (Community-Based ICF/ID Services)	11 Beds	\$2,743,636
510 Residential Crisis Stabilization Services	6 Beds	\$1,404,706
521 Intensive Residential Services	67 Beds	\$6,602,066
581 Supportive Residential Services	8 FTEs	\$475,079
<b>Total Costs</b>		<b>\$18,116,526</b>

**FY 2015 And FY 2016 Community Services Performance Contract**

**FY 2015 Exhibit A: Resources and Services**

**CSB 300 Substance Abuse Services**

**Hampton-Newport News Community Services Board**

**Report for Form 31**

<b>Core Services Code</b>	<b>Projected Service Capacity</b>	<b>Projected Costs</b>
310 Outpatient Services	19.5 FTEs	\$2,255,290
335 Medication Assisted Treatment Services	6 FTEs	\$1,153,654
320 Case Management Services	7 FTEs	\$1,018,201
410 Day Treatment or Partial Hospitalization	20 Slots	\$378,157
501 Substance Abuse Highly Intensive Residential Services (Medically Managed Withdrawal Services)	11 Beds	\$1,274,300
610 Prevention Services	2 FTEs	\$489,292
<b>Total Costs</b>		<b>\$6,568,894</b>

**FY 2015 And FY 2016 Community Services Performance Contract**

**FY 2015 Exhibit A: Resources and Services**

**CSB 400 Emergency and Ancillary Services**

**Hampton-Newport News Community Services Board**

**Report for Form 01**

<b>Core Services Code</b>	<b>Projected Service Capacity</b>	<b>Projected Costs</b>
100 Emergency Services	10.3 FTEs	\$1,047,412
390 Consumer Monitoring Services	2 FTEs	\$137,824
720 Assessment and Evaluation Services	6.36 FTEs	\$996,100
<b>Total Costs</b>		<b>\$2,181,336</b>

# **FY 2015 Community Services Performance Contract**

## **Exhibit D: CSB Board of Directors Membership List**

### **Hampton-Newport News Community Services Board**

<b>Name</b>	<b>Address</b>	<b>Phone Number</b>	<b>Start Date</b>	<b>End Date</b>	<b>Term No.</b>
Alan Archer	2400 Washington Ave Newport News, VA 23607	(757) 926-8411	7/1/2006	6/30/2015	2
William Baker	955 Hapersville Road #3002 Newport News, VA 23601	(757) 223-1710	7/1/2009	6/30/2015	2
Leroy Branch	1906 Hurst Drive Hampton, VA 23663	(757) 851-6767	7/1/2006	6/30/2016	3
Isabella Cieszynski	700 Town Center Drive, Suite 300 Newport News, VA 236	(757) 926-1350	7/1/2006	6/30/2017	3
John Comer	4101 Washington Ave Newport News, VA 23607	(757) 688-2796	7/1/2006	6/30/2015	3
Beatrice Dahlen	6306 Huntington Ave Newport News, VA 23607	(757) 247-0841	7/1/2011	6/30/2017	2
June Owens	45 Tiller Drive Newport News, VA 23602	(757) 877-7798	7/1/2013	6/30/2016	1
Judith Riutort	29 Langhorne Road Newport News, VA 23601	(757) 595-3689	7/1/2013	6/30/2016	1
B. J. Roberts	135 High Court Lane Hampton, VA 23669	(757) 727-6203	7/1/2011	6/30/2017	2
Wanda Rogers	1320 LaSalle Ave Hampton, VA 23669	(757) 727-1955	10/1/2008	6/30/2015	2
Turner Spencer	19 Estate Drive Hampton, VA 23666	(757) 826-5960	1/1/2008	6/30/2015	2
Mary Stewart	748 Rock Crest Ct Newport News, VA 23602	(757) 874-7753	7/1/2013	6/30/2016	1
Timothy Supler	16 River Road Newport News, VA 23601	(757) 595-1654	7/1/2011	6/30/2017	2

## FY 2015 Community Services Performance Contract

### Table 2: Board Management Salary Costs

Name of CSB: <b>Hampton-Newport News Community Services Bo</b>		FY 2015		
Table 2a:		FY 2015	Salary Range	Budgeted Tot.
Management Position Title		Beginning	Ending	Salary Cost
Executive Director		\$87,759.57	\$152,029.58	\$149,980.00
				Tenure (yrs)
				11.00

### Table 2: Integrated Behavioral and Primary Health Care Questions

1. Is the CSB participating in a partnership with a federally qualified health center, free clinic, or local health department to integrate the provision of behavioral health and primary health care?

Yes

2. If yes, who is the partner?

☒ a federally qualified health center

Name: Peninsula Institute for Community Health

☐ a free clinic

Name:

☐ a local health department, or

Name:

☐ another organization

Name:

3. Where is primary health (medical) care provided?

☐ on-site in a CSB program,

☒ on-site at the primary health care provider, or

☐ another site --specify:

4. Where is behavioral health care provided?

☒ on-site in a CSB program,

☐ on-site at the primary health care provider, or

☐ another site --specify:

# **FY 2015 Community Services Performance Contract**

## **Hampton-Newport News Community Services Board**

**Table 2: Board Management Salary Costs**

Explanations for Table 2a						

**Table 2b: Community Service Board Employees**

1.	2.	3.	4.	5.	6.	7.
No. of FTE CSB Employees	MH	DEV	SA	SAOPA	ADMIN	TOTAL
Consumer Service FTEs	264.46	231.37	49.13	22.66		567.62
Peer Staff Service FTEs	4.00	0.00	0.00	0.00		4.00
Support Staff FTEs	96.26	53.01	28.64	6.65	80.02	264.58
TOTAL FTE CSB Employees	364.72	284.38	77.77	29.31	80.02	836.20



Alan Archer  
2400 Washington Ave  
Newport News, VA 23607

Leroy Branch  
1906 Hurst Drive  
Hampton, VA 23663

John Comer  
4101 Washington Ave  
Newport News, VA 23607

June Owens  
45 Tiller Drive  
Newport News, VA 23602

B. J. Roberts  
135 High Court Lane  
Hampton, VA 23669

Turner Spencer  
19 Estate Drive  
Hampton, VA 23666

Timothy Supler  
16 River Road  
Newport News, VA 23601

William Baker  
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Newport News, VA 23601

Isabella Cieszynski  
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Beatrice Dahlen  
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Newport News, VA 23607

Judith Riutort  
29 Langhome Road  
Newport News, VA 23601

Wanda Rogers  
1320 LaSalle Ave  
Hampton, VA 23669

Mary Stewart  
748 Rock Crest Ct  
Newport News, VA 23602

## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

### **Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures**

The Department shall continue to work with CSBs to achieve a welcoming, recovery-oriented, integrated services system, a transformed system for individuals receiving services and their families in which CSBs, state facilities, programs, and services staff, in collaboration with individuals and their families, are becoming more welcoming, recovery-oriented, and co-occurring disorder capable. The process for achieving this goal within limited resources is to build a system-wide CQI process in a partnership among CSBs, the Department, and other stakeholders in which there is a consistent shared vision combined with a measurable and achievable implementation process for each CSB to make progress toward this vision. Appendix E in the CSB Administrative Requirements provides further clarification for those implementation activities, so that each CSB can be successful in designing a performance improvement process at the local level.

Pursuant to Section 7: Accountability in the Community Services Performance Contract Partnership Agreement, the CSB provides the affirmations in Appendix E of the CSB Administrative Requirements of its compliance with the performance expectations and goals in that appendix. If the CSB cannot provide a particular affirmation, it shall attach an explanation to this exhibit with a plan for complying with the identified expectation or goal, including specific actions and target dates. The Department will review this plan and negotiate any changes with the CSB, whereupon, it will be part of this exhibit.

#### **I. Exhibit B Performance Measures**

The CSB agrees to monitor and collect data and report on the following Exhibit B performance measures, using the attached Exhibit B Quarterly Performance Measures Report.

- A. The CSB agrees to monitor and report quarterly to the Department on the percentage of individuals referred to the CSB who keep a face-to-face (non-emergency) service visit within seven business days after having been discharged from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital following involvement in the civil involuntary admission process. This includes all individuals referred to the CSB upon discharge from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital who were under a temporary detention or an involuntary commitment order or who were admitted voluntarily from a commitment hearing. The Department agrees to monitor part of this measure through comparing AVATAR data on individuals discharged from state hospitals to the CSB with CCS data about their admission to the mental health program area and dates of service after discharge from the hospital or unit.
- B. The CSB agrees to collect in its two week sample of its emergency services each quarter, the time within which the preadmission screening evaluator is available when an immediate face-to-face intervention by a certified preadmission screening evaluator is appropriate to determine the need for involuntary hospitalization and to monitor achievement of the goal that the evaluator be available within one hour of initial contact for an urban CSB or within two hours for a rural CSB. The CSB agrees to maintain documentation of these samples, including information about circumstances in which this goal is not met, locally for three years and to report a summary and analysis of the information quarterly to the Department.
- C. The CSB agrees to monitor and report quarterly to the Department on the percentage of employment age adults (18-64) in the Department of Justice Settlement Agreement population receiving case management services from the CSB whose case managers discussed integrated, community-based employment with them during their annual case management individualized services and supports plan reviews.

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- D. The CSB agrees to monitor and report quarterly to the Department on the percentage of employment age adults (18-64) in the Department of Justice Settlement Agreement population receiving case management services from the CSB whose individualized services and supports plans included employment-related or employment-readiness goals.

### **II. Data Quality Feedback**

The Department shall provide regular reports to the CSB on the completeness and validity of its CCS 3 individual and service data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB's CCS 3 submissions (e.g., a persistent fatal error rate of more than 10 percent of its CCS consumer records) and, upon approval of the Department, shall implement the plan of correction. Persistent deficiencies that are not resolved through this process shall be addressed with an Individual CSB Performance Measure in Exhibit D. If the CSB fails to satisfy requirements in the Exhibit D by the end of the contract term, the Department may impose a one-time, one percent reduction not to exceed \$15,000 of state funds apportioned for CSB administrative expenses on the CSB. See Exhibit I for more information.

**III. CSB Performance Measures:** The CSB and Department agree to use the CSB Performance Measures, developed by the Department in collaboration with the VACSB Data Management and Quality Assurance Committees and available on the Department's web site at [www.dbhds.virginia.gov](http://www.dbhds.virginia.gov), to monitor outcome and performance measures for CSBs and improve the CSB's performance on measures where the CSB falls below the benchmark. These performance measures include, but may not be limited to:

- employment status of adults admitted to the mental health services program area,
- intensity of engagement of individuals receiving mental health case management services,
- intensity of engagement of individuals receiving substance abuse outpatient services,
- intensity of engagement of children receiving mental health outpatient services,
- retention of individuals in community substance abuse services,
- percent of individuals receiving face-to-face developmental case management services in the DOJ Settlement Agreement population for enhanced case management services,
- percent of individuals receiving in-home developmental case management services in the DOJ Settlement Agreement population for enhanced case management services,
- adult civil temporary detention order (TDO) admissions to state hospitals per 100,000,
- adult forensic TDO admissions to state hospitals per 100,000,
- adult civil TDO state hospital bed day utilization per 100,000,
- adult forensic TDO state hospital bed day utilization per 100,000,
- adult civil state hospital bed day utilization per 100,000,
- adult forensic state hospital bed day utilization per 100,000,
- health well being (DOJ measure),
- community inclusion (DOJ measure),
- choice and self-determination (DOJ measure),
- living arrangement stability (DOJ measure), and
- day activity stability (DOJ measure).

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**IV. Residential Crisis Stabilization Program Utilization:** The CSB operating a residential crisis stabilization program shall ensure that the program achieves an annual average utilization rate of at least 80 percent of available bed days as measured by data from CCS 3 service records and CARS service capacity data.

**V. Access to Substance Abuse Services for Pregnant Women**

Source of Requirement	SAPT Block Grant
Type of Measure	Aggregate
Data Needed For Measure	Number of Pregnant Women Requesting Service
	Number of Pregnant Women Receiving Services Within 48 Hours
Reporting Frequency	Annually
Reporting Mechanism	Performance Contract Reports (CARS)

**Signature:** In witness thereof, the CSB provides the affirmations in Appendix E of the CSB Administrative Requirements and agrees to monitor and collect data and report on the measures in sections I, III, IV, and V, comply with requirements in section II, and use data from the Department or other sources to monitor accomplishment of performance measures in this Exhibit and the expectations, goals, and affirmations in Appendix E, as denoted by the signatures of the CSB's Chairperson and Executive Director.

*Hampton - Newport News*  
CSB

By:

Name:

Title:

Date:

*J.B. Combs Jr.*  
CSB Chairperson

*8/26/2014*

By:

Name:

Title:

Date:

*Charles Andrew Hall*  
CSB Executive Director

*8/26/14*

**FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

<b>FY 2015 Exhibit B Quarterly Performance Measures Report</b>			
<b>Date of Report:</b>		<b>Quarter:</b> <input type="checkbox"/> First <input type="checkbox"/> Second <input type="checkbox"/> Third <input type="checkbox"/> Fourth Quarter	
<b>CSB Name:</b>		<b>Contact Name:</b>	
<b>Contact Telephone Number:</b>		<b>E-Mail Address:</b>	
<b>Exh. B</b>	<b>Measure</b>	<b>Data</b>	<b>Data Reported</b>
I.A	Percentage of individuals referred to the CSB who keep a face-to-face (non-emergency) service visit within seven business days after having been discharged from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital following involvement in the civil involuntary admission process. This includes all individuals referred to the CSB upon discharge from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital who were under a temporary detention order or an involuntary commitment order or who were admitted voluntarily from a commitment hearing.		Number of individuals who kept scheduled face-to-face (non-emergency) service visits within seven business days of discharge from the hospital or unit in this quarter.
			Number of individuals who were discharged and referred to the CSB from the hospital or psychiatric unit in this quarter.
		%	Enter 1 <sup>st</sup> number ÷ by 2 <sup>nd</sup> number x 100.
I.B	Percentage of individuals for whom an immediate face-to-face intervention by a certified preadmission screening evaluator to determine the possible need for involuntary hospitalization is appropriate who see a certified preadmission screening evaluator within one hour of initial contact for urban CSBs or two hours of initial contact for rural CSBs. Urban and rural CSBs are listed in the Overview of Community Services in Virginia at <a href="http://www.dbhds.virginia.gov/OCC-default.htm">www.dbhds.virginia.gov/OCC-default.htm</a> . Initial contact is the point in time at which an individual or someone on behalf of the individual contacts the CSB about an emergency involving the individual that may require preadmission screening and involuntary hospitalization.		Number of individuals who saw a certified preadmission screening evaluator face-to-face to determine the need for involuntary hospitalization within one or two hours of initial contact during a two-week sample of emergency services this quarter.
			Number of individuals who saw a certified preadmission screening evaluator face-to-face to determine the need for involuntary hospitalization during a two-week sample of emergency services in this quarter.
		%	Enter 1 <sup>st</sup> number ÷ by 2 <sup>nd</sup> number x 100.
I.C	Percentage of employment age adults (18-64) in the Department of Justice Settlement Agreement population receiving case management services from the CSB (adults) whose case managers discussed integrated, community-based employment with them during the annual reviews of their case management individualized services and supports plans (plans) in this quarter.		Number of adults whose case managers discussed integrated, community-based employment with them during their annual plan reviews in this quarter.
			Number of adults whose case managers conducted annual plan reviews in this quarter.
		%	Enter 1 <sup>st</sup> number ÷ by 2 <sup>nd</sup> number x 100.
I.D	Percentage of employment age adults (18-64) in the Department of Justice Settlement Agreement population receiving case management services from the CSB (adults) whose individualized services and supports plans (plans) were reviewed during the quarter and included employment-related or employment-readiness goals.		Number of adults with plans reviewed whose plans included employment-related or readiness goals.
			Number of adults whose case managers conducted annual plan reviews in this quarter.
		%	Enter 1 <sup>st</sup> number ÷ by 2 <sup>nd</sup> number x 100.

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### **Exhibit C: Discharge Assistance Program (DAP) Requirements**

The Department and the CSB agree to implement the following requirements for management and utilization of all current regional state DAP funds to enhance monitoring of and financial accountability for DAP funding, decrease the number of individuals on state hospital extraordinary barriers to discharge lists (EBLs), and return the greatest number of individuals with long lengths of state hospital stays to their communities. These Exhibit C requirements do not apply to new state 2014 DAP funds, which the Department allocates for individualized discharge assistance program plans (IDAPPs) that it approves.

1. The Department shall work with the VACSB, representative CSBs, and regional managers to develop clear and consistent criteria for identification of individuals who would be eligible for IDAPPs and acceptable uses of regional state DAP funds and standard terminology that all CSBs and regions shall use for collecting and reporting data about individuals, services, funds, expenditures, and costs.
2. The CSB shall comply with the current Discharge Assistance Program Manual issued by the Department, which is incorporated into and made a part of this contract by reference. If there are conflicts or inconsistencies between the Manual and this contract, applicable provisions of the contract shall control.
3. All regional state DAP funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB participates in accordance with Appendices E and F of Core Services Taxonomy 7.2.
4. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds such as Medicaid payments are used to offset the costs of approved IDAPPs to the greatest extent possible so that regional state DAP funds can be used to implement additional IDAPPs to reduce EBLs.
5. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall submit mid-year and end of the fiscal year reports to the Department in a format developed by the Department in consultation with regional managers that separately displays the total actual year-to-date expenditures of regional state DAP funds for ongoing IDAPPs and for one-time IDAPPs and the amounts of obligated but unspent regional state DAP funds.
6. The CSB and state hospital representatives on the RMG on which the CSB participates shall have authority to reallocate regional state DAP funds among CSBs from CSBs that cannot use them in a reasonable time to CSBs that need additional regional state DAP funds to implement more IDAPPs to reduce EBLs.
7. If CSBs in the region cannot expend at least 90 percent and obligate at least 95 percent of the total annual regional state DAP fund allocations on a regional basis by the end of the fiscal year, the Department may work with the RMG and participating CSBs to transfer regional state DAP funds to other regions to reduce EBLs to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended or unobligated regional state DAP funds.
8. On behalf of the CSBs in a region, the regional manager shall continue submitting the quarterly summary of IDAPPs to the Department in a format developed by the Department in consultation with regional managers that displays year-to-date information about ongoing and one-time IDAPPs, including data about each individual receiving DAP services, the amounts of regional state DAP funds approved for each IDAPP, the total number of IDAPPs that have been implemented, and the projected total net regional state DAP funds obligated for these IDAPPs.
9. The Department, pursuant to sections 6.f and 7.g of this contract, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of regional state DAP funds and the implementation of all approved ongoing and one-time IDAPPs.

**FY 2015 and FY 2016 Community Services Performance Contract**

**FY 2015 Exhibit D: Individual CSB Performance Measures for REACH Services Program**

6. The CSB shall employ a REACH Services Director to oversee implementation of this program. The REACH Services Director shall among other duties and responsibilities:
  - a. provide quarterly reports in a format developed collaboratively by the Department and the five REACH CSBs, separate from the CCS 3 extracts and CARS reports, to the centralized REACH Services data system on the utilization and performance of the REACH Services program in a format prescribed by the Department, this data shall include types and amounts of services provided, numbers of individuals receiving services, revenues received and expenditures made; training provided; and a method for identifying the individuals receiving REACH Services that enables CCS 3 consumer data to be reviewed by the Department's REACH Services Manager; reports shall be due as follows: 1<sup>st</sup> quarter October 17, 2014; 2<sup>nd</sup> quarter January 16, 2015; 3<sup>rd</sup> quarter April 17, 2015; and the annual report due as indicated in requirement # 8.
  - b. provide written progress updates and interpretations of regional utilization data to the Department as requested; and
  - c. serve as a member of the REACH Services Program Advisory Committee.
7. The CSB on behalf of the region shall continue to operate a REACH Services Program Advisory Committee. The Committee shall include a representative from the Department (Behavioral Psychologist or Community Operations Manager), the REACH Services Director, and representatives of relevant private providers, advocacy organizations, families, and self-advocates in the region. The Committee shall monitor the implementation of the program and identify any needed changes or improvements.
8. The CSB on behalf of the region shall submit an annual FY 2015 report to the Department's REACH Services Manager by July 31, 2015. The report shall:
  - a. describe operation of the REACH Services program including all revenues received, total expenditures made, numbers of individuals who received services; the types and amounts of services provided; and training received as well as provided to the community;
  - b. contain a brief narrative outlining the successes and identifying challenges experienced by the program; and
  - c. include a proposed budget for the FY 2016 that identifies the anticipated need for state funds and the type and amount of anticipated fee and other revenues.
9. The REACH Services program shall be implemented in accordance and maintain fidelity with the elements and integrity of the REACH Program Standards Manual. Additionally, the REACH Services Director will implement the Quality Improvement Tool to assess adherence to the standards and make enhancements to the program when indicated.
10. The CSB and the other CSBs participating in the REACH Services program shall work with the Department to insure maximum effectiveness in the use of REACH Services resources to deliver services to individuals in neighboring regions when accessibility to services across regional lines is advantageous to the individuals receiving services and the regions.



**FY 2015 and FY 2016 Community Services Performance Contract**

**FY 2015 Exhibit D: Individual CSB Performance Measures for REACH Services Program**

**Signatures:** In witness thereof, the Department and the CSB have caused this performance contract amendment to be executed by the following duly authorized officials.

**Virginia Department of Behavioral Health  
and Developmental Services**

**Hampton-Newport News  
Community Services Board**

By: \_\_\_\_\_

Name: Debra Ferguson, Ph.D.  
Title: Commissioner

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mr. John Comer, Jr.  
Title: Chairperson of the CSB

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mr. Charles H. Hall  
Title: CSB Executive Director

Date: \_\_\_\_\_



## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

### **FY 2015 Exhibit E: Performance Contract Process**

- 05-09-14:** The Department distributes the FY 2015 and FY 2016 Performance Contract by this date electronically. An Exhibit D may list performance measures that have been negotiated with a CSB to be included in the contract. The Department's Office of Information Services and Technology (OIST) distributes the FY 2015 and FY 2016 Community Services Performance Contract package software in the Community Automated Reporting System (CARS) to CSBs.
- 06-27-14:** CSB Financial Analysts in the Department's Office of Fiscal and Grants Management (OFGM) prepare electronic data interchange (EDI) transfers for the first two semi-monthly payments (July) of state and federal funds for all CSBs and send the transfers to the Department of Accounts.
- 06-30-14:** The Department distributes the FY 2015 Letters of Notification to CSBs by this date electronically with enclosures that show tentative allocations of state and federal block grant funds.
- 07-11-14:** The OIST distributes FY 2014 end of the fiscal year performance contract report software in CARS.
- 07-18-14:** CSB Financial Analysts prepare EDI transfers for payments 3 and 4 (August) of state and federal funds and send the transfers to the Department of Accounts.
- 07-31-14:** CSBs submit their Community Consumer Submission (CCS) consumer, type of care, and service extract files for June to the OIST in time to be received by this date.
- 08-01-14:** Exhibits A and H and other parts of the FY 2015 and FY 2016 Community Services Performance Contract, submitted electronically in CARS, are due in the OIST by this date. Tables 1 and 2 of the Performance Contract Supplement (also in CARS) shall be submitted with the contract. While a paper copy of the entire contract is not submitted, paper copies of the following completed pages with signatures where required are due in the Office of Community Contracting (OCC) by this date: the signature pages of the contract body and Exhibit B, Exhibit D if applicable, Exhibit F (two pages), and Exhibit G. If it enters into a joint agreement pursuant to § 37.2-512 or § 37.2-615 of the Code of Virginia, the CSB shall attach a copy of the agreement to the contract as Exhibit K.
- Contracts shall conform to Letter of Notification allocations of state and federal funds or amounts subsequently revised by or negotiated with the OCC and confirmed in writing and shall contain actual appropriated amounts of local matching funds. If the CSB cannot include the minimum 10 percent local matching funds in the contract, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code of Virginia and State Board Policy 4010, to the OCC with its contract. This requirement also applies to end of the fiscal year performance contract reports if the reports reflect less than the minimum 10 percent local matching funds.
- 08-15-14:** CSB Financial Analysts prepare EDI transfers for payments 5 and 6 (September) of state and federal funds for CSBs whose contracts were received and determined to be complete by this date and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts. Payments shall not be released without complete contracts, as defined in Exhibit E and item 1 of Exhibit I. For a CSB whose contract is received after this date, EDI transfers for these two semi-monthly payments will be processed if the contract is complete and funds will be disbursed with the next scheduled payment.

## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

**08-22-14:** Department staff complete reviews by this date of contracts received by the due date that are complete and acceptable. Contracts received after the due date shall be processed in the order in which they are received.

1. The OFGM analyzes the revenue information in the contract for conformity to Letter of Notification allocations and advises the CSB to revise and resubmit financial forms in Exhibit A of its contract if necessary.
2. The Offices of Mental Health, Child and Family, Developmental, and Substance Abuse Services review and approve new service proposals and consider program issues related to existing services based on Exhibit A.
3. The OCC assesses contract completeness, examines maintenance of local matching funds, integrates new service information, makes corrections and changes on the service forms in Exhibit A, negotiates changes in Exhibit A, and finalizes the contract for signature by the Commissioner. The OCC Administrator notifies the CSB when its contract is not complete or has not been approved and advises the CSB to revise and resubmit its contract.
4. The OIST receives CARS and CCS submissions from CSBs, maintains the community services database, and processes signed contracts into that database as they are received from the OCC.

**08-22-14:** CSBs submit their complete CCS reports for total (annual) FY 2014 CCS service unit data to the OIST in time to be received by this date. This later date for final CCS service unit data allows for the inclusion of all units of services delivered in that fiscal year that might not be in local information systems in July.

**08-29-14:** CSBs submit their CCS monthly consumer, type of care, and service extract files for July to the OITS in time to be received by this date.

**08-29-14:** CSBs send complete FY 2014 end of the fiscal year performance contract reports electronically in CARS to the OIST in time to be received by this date.

OIST staff places the reports in a temporary data base for OCC and OFGM staff to access them. The OCC Administrator reviews services sections of the reports for correctness, completeness, consistency, and acceptability; resolves discrepancies with CSBs; and communicates necessary changes to CSBs. OFGM CSB Financial Analysts review financial portions of reports for arithmetic accuracy, completeness, consistency, and conformity with state funding actions; resolve discrepancies with CSBs; and communicate necessary changes to CSBs.

Once they complete their reviews of a CSB's reports, the OCC Administrator and OFGM CSB Financial Analysts notify the CSB to submit new reports reflecting only those approved changes to OIST. CSBs submit these new reports to correct errors or inaccuracies no later than **09-15-2014**. The Department will not accept CARS report corrections after this date. Upon receipt, the process described above is repeated to ensure the new reports contain only those changes identified by OFGM and OCC staff. If the reviews document this, OCC and OFGM staffs approve the reports, and OIST staff processes final report data into the Department's community services database.

Late report submission or submitting a report without correcting errors identified by the CARS error checking program may result in the imposition by the Department of a one-time, one percent reduction not to exceed \$15,000 of state funds apportioned for CSB administrative expenses. See Exhibit I for additional information.

**FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

**08-29-14:** CSBs submit their 4<sup>th</sup> quarter FY 2014 Exhibit B Quarterly Performance Measures Reports to the OCC in time to be received by this date.

**09-15-14:** CSB Financial Analysts prepare EDI transfers for payments 7 and 8 (October) and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for payment 7 for CSBs with signed contracts that submitted their final FY 2014 CCS consumer, type of care, and service extract files by the due date and whose FY 2014 end of the fiscal year CARS reports and 4<sup>th</sup> quarter FY 2014 Exhibit B Quarterly Performance Measures Reports were received in the Department by the due date. Payments 7 and 8 shall not be released without a contract signed by the Commissioner and receipt of those CCS extract files, complete CARS reports as defined in item 2.a. of Exhibit I, and Exhibit B Reports.

After the Commissioner signs it, the OCC sends a copy of the approved contract Exhibit A to the CSB, with the signature page containing only the Commissioner's signature. The CSB shall review this contract, which reflects all of the changes negotiated by Department staff; complete the signature page, which documents its acceptance of these changes; and return the completed signature page to the OCC Administrator.

**09-30-14:** OIST distributes FY 2015 quarterly performance contract report software in CARS.

**09-30-14:** CSBs submit their CCS monthly consumer, type of care, and service extract files for August to the OITS in time to be received by this date.

**10-10-14:** CSB Financial Analysts prepare EDI transfers for payments 9 and 10 (November), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose complete CCS submissions for the first two months of FY 2015 and the completed contract signature page were received from the CSB.

**10-15-14:** CSBs submit Federal Balance Reports to the OFGM in time to be received by this date.

**10-31-14:** CSBs submit CCS monthly consumer, type of care, and service extract files for September to the OITS and their 1<sup>st</sup> quarter FY 2015 Exhibit B Quarterly Performance Measures Reports to the OCC in time to be received by this date.

**11-10-14:** CSB Financial Analysts prepare EDI transfers for payments 11 and 12 (December), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts. Payments shall not be released without receipt of September CCS submissions and 1<sup>st</sup> quarter FY 2015 Exhibit B Quarterly Performance Measures Reports.

**11-14-14:** CSBs submit their first quarter CARS reports to OSIT in time to be received by this date.

**11-28-14:** CSBs submit their CCS monthly consumer, type of care, and service extract files for October to the OITS in time to be received by this date.

**12-01-14:** A. CSBs that are not local government departments or included in local government audits send one copy of the audit report for the preceding fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR) by this date. A management letter and plan of correction for deficiencies must be sent with this report. CSBs submit a copy of C.P.A. audit reports for all contract programs for their last full fiscal year, ending on June 30, to the OBFR by this date. For programs with different fiscal years, reports are due three months after the end of the year. Management letters and plans of correction for deficiencies must be included with these reports.

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**B.** Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts by the local government. Under a separate cover, the CSB must forward a plan of correction for any audit deficiencies that are related to or affect the CSB to the OBFR by this date. Also, to satisfy federal block grant sub-recipient monitoring requirements imposed on the Department under the Single Audit Act, a CSB that is a local government department or is included in its local government audit shall contract with the same CPA audit firm that audits its locality to perform testing related to the federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grants. Alternately, the local government's internal audit department can work with the CSB and the Department to provide the necessary sub-recipient monitoring information.

If the CSB receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, the CSB and the Department shall negotiate an Exhibit D that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them, and this Exhibit D and the proposed plan shall become part of this contract.

- 12-15-14:** CSB Financial Analysts prepare EDI transfers for payment 13 (1<sup>st</sup> January), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose FY 2014 end of the fiscal year performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose CCS monthly extracts for October and first quarter CARs reports have been received. Payments shall not be released without verified reports and CCS submissions for October and first quarter CARS reports.
- 12-31-14:** CSBs submit their CCS monthly consumer, type of care, and service extract files for November to the OITS in time to be received by this date.
- 01-05-15:** CSB Financial Analysts prepare EDI transfers for payments 14 through 16 (2<sup>nd</sup> January, February), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for November were received by the end of December. Payments shall not be released without receipt of these monthly CCS submissions and receipt of audit reports with related management letters and plans of corrections (A at 12-01-142) or sub-recipient monitoring information and plans of corrections (B at 12-01-14).
- 01-30-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for December to the OIST and their 2<sup>nd</sup> quarter FY 2015 Exhibit B Quarterly Performance Measures Reports to the OCC in time to be received by this date.
- 02-16-15:** CSBs send complete second quarter performance contract reports and a revised Table 1 in Exhibit H to the OIST electronically in CARS within 45 calendar days after the end of the second quarter in time to be received by this date. OITS staff places the reports on a shared drive for OCC and OFGM staff to access them. The offices review and act on the reports using the process described for the end of the fiscal year reports. When reports are acceptable, OIST staff processes the data into the community services data base.
- 02-16-15:** CSB Financial Analysts prepare EDI transfers for payment 17 (1<sup>st</sup> March), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for December and 2<sup>nd</sup> quarter FY 2015 Exhibit B Quarterly Performance Measures

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Reports were received by the end of January; payments shall not be released without these monthly CCS submissions and Exhibit B Reports.

- 02-25-15:** CSB Financial Analysts prepare EDI transfers for payments 18 and 19 (2<sup>nd</sup> March, 1<sup>st</sup> April) and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose complete FY 2015 second quarter performance contract reports were received by the due date. Payments shall not be released without complete reports, as defined in item 2.a. of Exhibit I.
- 02-27-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for January to the OIST in time to be received by this date.
- 03-31-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for February to the OIST in time to be received by this date.
- 04-01-15:** CSB Financial Analysts prepare EDI transfers for payments 20 through 22 (2<sup>nd</sup> April, May) and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose second quarter performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose monthly CCS consumer, type of care, and service extract files for January and February were received by the end of the month following the month of the extract. Payments shall not be released without verified reports and these monthly CCS submissions.
- 04-30-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for March to the OIST and their 3<sup>rd</sup> quarter FY 2015 Exhibit B Quarterly Performance Measures Reports to the OCC in time to be received by this date.
- 05-14-15:** CSB Financial Analysts prepare EDI transfers for payment 23 (1<sup>st</sup> June), and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for March and 3<sup>rd</sup> quarter FY 2015 Exhibit B Quarterly Performance Measures Reports were received by the end of April. Payments shall not be released without these monthly CCS submissions and Exhibit B Reports.
- 05-15-15:** CSBs submit their third quarter CARS reports to OIST in time to be received by this date.
- 05-29-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for April to the OIST in time to be received by this date.
- 05-29-15:** CSB Financial Analysts prepare EDI transfers for payment 24 (2<sup>nd</sup> June) and, after the OCC Administrator authorizes their release, send the transfers to the Department of Accounts, after the Department has made any final adjustments in the CSB's state and federal funds allocations, for CSBs whose monthly CCS consumer, type of care, and service extract files for April were received by the end of May. Payments shall not be released without these monthly CCS submissions and third quarter CARS reports.
- 06-30-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for May to the OIST by this date.
- 07-13-15:** The OIST distributes FY 2015 end of the fiscal year (fourth quarter) performance contract report software in CARS to CSBs.
- 07-31-15:** CSBs submit their CCS consumer, type of care, and service extract files for June to the OIST in time to be received by this date.

## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

**08-14-15:** CSBs submit their complete Community Consumer Submission (CCS) reports for total (annual) FY 2015 service units to the OIST in time to be received by this date. This later date for final CCS service unit data, allows for the inclusion of all units of services delivered in the fiscal year that might not be in local information systems in July.

**09-01-15:** CSBs send complete FY 2015 end of the fiscal year performance contract reports electronically in CARS to the OIST in time to be received by this date. If the CSB cannot include the minimum 10 percent local matching funds in its reports and a waiver has not been granted previously in the fiscal year by the Department, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code of Virginia and State Board Policy 4010, to the OCC with its report.

**09-01-15:** CSBs submit their 4<sup>th</sup> quarter FY 2015 Exhibit B Quarterly Performance Measures Reports in time to the OCC be received by this date.

### **Performance Contract Revision Instructions**

The CSB may revise Exhibit A of its signed contract only in the following circumstances:

1. a new, previously unavailable category or subcategory of core services is implemented;
2. an existing category or subcategory of core services is totally eliminated;
3. a new program offering an existing category or subcategory of core services is implemented;
4. a program offering an existing category or subcategory of core services is eliminated;
5. new restricted or earmarked state or federal funds are received to expand an existing service or establish a new one;
6. state or federal block grant funds are moved among program (MH, DV, or SA) areas or emergency or ancillary services (an exceptional situation);
7. allocations of state, federal, or local funds change; or
8. a major error is discovered in the original contract.

Revisions of Exhibit A shall be submitted using the CARS software and the same procedures used for the original performance contract.

**FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**  
**FY 2015 Exhibit F: Federal Compliances**

**Certification Regarding Salary: Federal Mental Health and Substance Abuse Prevention and Treatment Block Grants**

***Check One***

- \_\_\_\_\_ 1. The CSB has no employees being paid totally with Federal Mental Health Block Grant funds or Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level 1 of the federal Executive Schedule.
- \_\_\_\_\_ <sup>x</sup> 2. The following employees are being paid totally with Federal Mental Health or SAPT Block Grant funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level 1 of the federal Executive Schedule.

	<i>Name</i>	<i>Title</i>
1.	Samia Sabeen	Psychiatrist
2.		
3.		
4.		
5.		
6.		

**Assurances Regarding Equal Treatment for Faith-Based Organizations**

The CSB assures that it is and will continue to be in full compliance with the applicable provisions of 45 CFR Part 54, Charitable Choice Regulations, and 45 CFR Part 87, Equal Treatment for Faith-Based Organizations Regulations, in its receipt and use of federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grants and federal funds for Projects for Assistance in Transitions from Homelessness programs. Both sets of regulations prohibit discrimination against religious organizations, provide for the ability of religious organizations to maintain their religious character, and prohibit religious organizations from using federal funds to finance inherently religious activities.

**FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**  
**FY 2015 Exhibit F: Federal Compliances**

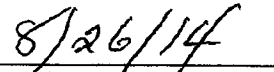
**Assurances Regarding Restrictions on the Use of Federal Block Grant Funds**

The CSB assures that it is and will continue to be in full compliance with the applicable provisions of the federal Mental Health Services Block Grant (CFDA 93.958) and the federal Substance Abuse Prevention and Treatment Block Grant (CFDA 93.959), including those contained in Appendix B of the CSB Administrative Requirements and the following requirements. Under no circumstances shall Federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grant funds be used to:

1. provide mental health or substance abuse inpatient services<sup>1</sup>;
2. make cash payments to intended or actual recipients of services;
3. purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
5. provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
6. provide financial assistance to any entity other than a public or nonprofit private entity; or
7. provide treatment services in penal or correctional institutions of the state.

[Source: 45 CFR § 96.135]

  
Signature of CSB Executive Director

  
Date

- <sup>1</sup> However, the CSB may expend SAPT Block Grant funds for inpatient hospital substance abuse services only when all of the following conditions are met:
- a. the individual cannot be effectively treated in a community-based, non-hospital residential program;
  - b. the daily rate of payment provided to the hospital for providing services does not exceed the comparable daily rate provided by a community-based, non-hospital residential program;
  - c. a physician determines that the following conditions have been met: (1) the physician certifies that the person's primary diagnosis is substance abuse, (2) the person cannot be treated safely in a community-based, non-hospital residential program, (3) the service can reasonably be expected to improve the person's condition or level of functioning, and (4) the hospital-based substance abuse program follows national standards of substance abuse professional practice; and
  - d. the service is provided only to the extent that it is medically necessary (e.g., only for those days that the person cannot be safely treated in a community-based residential program).

[Source: 45 CFR § 96.135]



**FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**  
**FY 2015 Exhibit G: Local Contact for Disbursement of Funds**

1. Name of the CSB: Hampton-Newport News Community Services Board

2. City or County designated  
as the CSB's Fiscal Agent: CSB is its own fiscal agent

If the CSB is an operating CSB and has been authorized by the governing body of each city or county that established it to receive state and federal funds directly from the Department and act as its own fiscal agent pursuant to Subsection A.18 of § 37.2-504 of the Code of Virginia, do not complete items 3 and 4 below.

3. Name of the Fiscal Agent's City Manager or County Administrator or Executive:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

4. Name of the Fiscal Agent's County or City Treasurer or Director of Finance:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

5. Name, title, and address of the Fiscal Agent official or the name and address of the CSB if it acts as its own fiscal agent to whom checks should be electronically transmitted:

Name: Hampton-Newport News CSB Title: \_\_\_\_\_

Address: 300 Medical Drive

Hampton, VA 23666

This information should agree with information at the top of the payment document e-mailed to the CSB, for example: Mr. Joe Doe, Treasurer, P.O. Box 200, Winchester, VA 22501.

**FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**  
**FY 2015 Exhibit H: Performance Contract Supplement (CARS)**

<b>Table 1: CSB Board Membership Characteristics</b>			
Name of CSB			
Total Appointments:	Vacancies:	Filled Appointments:	
<b>Number of Individuals and Family Members</b> (Ref. § 37.2-100 for Definitions)			
Number of individuals who are currently receiving or who previously received public or private mental health, developmental, or substance abuse services		Number of family members of individuals who are currently receiving or who previously received public or private mental health, developmental, or substance abuse services	
Number of individuals currently receiving services			
§ 37.2-501 and § 37.2-602 of the Code of Virginia require appointments to the CSB to be broadly representative of the community. One-third of the appointments to the CSB shall be identified individuals who are currently receiving or who previously received services or family members of such individuals, at least one of whom shall be an individual receiving services.			

Table 1 in the Supplement contains the CSB Board Membership Characteristics table. Information in Table 1 should be current and correct as of the date on which the contract is submitted to the Department. Table 2 contains information about Integrated Behavioral and Primary Health Care. The Supplement also contains the CSB Board Membership table and executive director salary.

**Table 2: Integrated Behavioral and Primary Health Care Questions**

- Is the CSB participating in a partnership with a federally qualified health center, free clinic, or local health department to integrate the provision of behavioral health and primary health care?
  - ☐ Yes (proceed to the next question)
  - ☐ No
- If yes, who is the partner?
  - ☐ a federally qualified health center, Name: \_\_\_\_\_
  - ☐ a free clinic, Name: \_\_\_\_\_
  - ☐ a local health department, Name: \_\_\_\_\_
  - ☐ another organization, Name: \_\_\_\_\_
- Where is primary health (medical) care provided?
  - ☐ on-site in a CSB program,
  - ☐ on-site at the primary health care provider, or
  - ☐ another site (specify: \_\_\_\_\_)
- Where is behavioral health care provided?
  - ☐ on-site in a CSB program,
  - ☐ on-site at the primary health care provider, or
  - ☐ another site (specify: \_\_\_\_\_)

## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

### **Exhibit I: Administrative Performance Standards**

The CSB shall meet these administrative performance standards in submitting its performance contract, contract revisions, quarterly performance contract reports in the Community Automated Reporting System (CARS), and monthly Community Consumer Submission (CCS) extracts to the Department.

1. The performance contract and any revisions submitted by the CSB shall be:
  - a. complete, that is all required information is displayed in the correct places and all required Exhibits, including applicable signature pages, are included;
  - b. consistent with Letter of Notification allocations or figures subsequently revised by or negotiated with the Department;
  - c. prepared in accordance with instructions in the Department-provided CARS software and any subsequent instructional memoranda; and
  - d. received by the due dates listed in Exhibit E of this contract.

If these performance contract standards are not met, the Department may delay future semi-monthly payments until satisfactory performance is achieved.

2. Quarterly performance contract reports submitted by the CSB shall be:
  - a. complete, that is all required information is displayed in the correct places, all required data are included in the electronic CARS application reports, and any required paper forms that gather information not included in CARS are submitted;
  - b. consistent with the state and federal block grant funds allocations in the Letter of Notification or figures subsequently revised by or negotiated with the Department;
  - c. prepared in accordance with instructions;
  - d. (i) internally consistent and arithmetically accurate: all related expense, resource, and cost data are consistent, congruent, and correct within a report, and (ii) submitted only after errors identified by the CARS error checking programs are corrected; and
  - e. received by the due dates listed in Exhibit E of this contract.

If the CSB does not meet these standards for its quarterly CARS reports, the Department may delay future semi-monthly payments until satisfactory performance is achieved. The Department may impose one-time reductions of state funds apportioned for CSB administrative expenses<sup>1</sup> on a CSB for its failure to meet the following standards in its end of the fiscal year (4<sup>th</sup> quarter) CARS report:

- a one percent reduction not to exceed \$15,000 for failure to comply with standard 2.d; and
- a one percent reduction not to exceed \$15,000 for failure to comply with standard 2.e, unless an extension has been obtained from the Department through the process on the next page.

3. Monthly consumer, type of care, and service extract files shall be submitted by the end of the month following the month of the extract in accordance with the CCS Extract and Design Specifications, including the current Business Rules. The submissions shall satisfy the requirements in section II Data Quality Feedback of Exhibit B and the Data Quality Performance Expectation Affirmations in Appendix E of the CSB Administrative Requirements. If the CSB fails to meet the extract submission requirements in Exhibit E of this

### **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

contract, the Department may delay semi-monthly payments until satisfactory performance is achieved.

4. If the Department negotiates an Exhibit D with a CSB because of unacceptable data quality, and the CSB fails to satisfy the requirements in Exhibit D by the end of the contract term, the Department may impose a one-time one percent reduction not to exceed a total of \$15,000 of state funds apportioned for CSB administrative expenses<sup>1</sup> on the CSB.
5. Substance abuse prevention units of service data shall be submitted to the Department through the KIT Prevention System or any subsequent system contracted by the Department.

<sup>1</sup> The Department will calculate state funds apportioned for CSB administrative expenses by multiplying the total state funds allocated to the CSB by the CSB's administrative percentage displayed on page AF-1 of the contract.

The CSB shall not allocate or transfer a one-time reduction of state funds to direct service or program costs.

### **Process for Obtaining an Extension of the End of the Fiscal Year CARS Report Due Date**

The Department will grant an extension only in very exceptional situations such as a catastrophic information system failure, a key staff person's unanticipated illness or accident, or a local emergency or disaster situation that makes it impossible to meet the due date.

1. It is the responsibility of the CSB to obtain and confirm the Department's approval of an extension of the due date within the time frames specified below. Failure of the CSB to fulfill this responsibility constitutes prima facie acceptance by the CSB of any resulting one-time reduction in state funds.
2. As soon as CSB staff becomes aware that it cannot submit the end of the year CARS report in time to be received in the Department by 5:00 p.m. on the due date, the executive director must inform the Office of Community Contracting Director or Community Contracting Administrator that it is requesting an extension of this due date. This request should be submitted as soon as possible and it shall be in writing, describe completely the reason(s) and need for the extension, and state the date on which the report will be received by the Department.
3. The written request for an extension must be received in the Office of Community Contracting no later than 5:00 p.m. on the fourth business day before the due date. A facsimile transmission of the request to the Community Contracting Office fax number (804-371-0092), received by that time and date, is acceptable if receipt of the transmission is confirmed with a return facsimile memo from the Office no later than 5:00 p.m. on the third business day before the due date. Telephone extension requests are not acceptable and will not be processed.
4. The Office of Community Contracting will act on all requests for due date extensions that are received in accordance with this process and will notify the requesting CSBs by facsimile transmission of the status of their requests by 5:00 p.m. on the second business day before the due date.

## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

### **Exhibit J: Other CSB Accountability Requirements**

These requirements apply to the CSB board of directors or staff and the services included in this contract. Additional requirements are contained in the CSB Administrative Requirements.

#### **I. Compliance with State Requirements**

**A. General State Requirements:** The CSB shall comply with applicable state statutes and regulations, State Board regulations and policies, and Department procedures, including the following requirements.

1. Pursuant to § 2.2-3100.1 of the Code of Virginia, the CSB shall ensure that new board members are furnished with a copy of the State and Local Government Conflict of Interests Act by the executive director or his or her designee within two weeks following a member's appointment, and new members shall read and become familiar with provisions of the act. The CSB shall ensure board members and applicable CSB staff receive training on the act. If required by § 2.2-3115 of the Code, CSB board members and staff shall file annual disclosure forms of their personal interests and such other information as is specified on the form set forth in § 2.2-3118 of the Code. Board members and staff shall comply with the Conflict of Interests Act and policies adopted by the CSB.
2. Pursuant to § 2.2-3702 of the Code, the CSB shall ensure that new board members are furnished with a copy of the Virginia Freedom of Information Act by the executive director or his or her designee within two weeks following a member's appointment, and new members shall read and become familiar with provisions of the act. The CSB shall ensure board members and applicable staff receive training on the act. Board members and staff shall comply with the Freedom of Information Act and policies adopted by the CSB.

#### **B. Protection of Individuals Receiving Services**

1. **Human Rights:** The CSB shall comply with the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*. In the event of a conflict between any of the provisions in this contract and provisions in these regulations, the applicable provisions in the regulations shall apply. The CSB shall cooperate with any Department investigation of allegations or complaints of human rights violations, including providing any information needed for the investigation as required under state law and as permitted under 45 CFR § 164.512 (d) in as expeditious a manner as possible.
2. **Disputes:** The filing of a complaint or the use of the informal dispute resolution mechanism in the Human Rights Regulations by an individual or his or her family member or authorized representative shall not adversely affect the quantity, quality, or timeliness of services provided to that individual unless an action that produces such an effect is based on clinical or safety considerations and is documented in the individual's individualized services plan.
3. **Licensing:** The CSB shall comply with the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*. The CSB shall establish a system to ensure ongoing compliance with applicable licensing regulations. CSB staff shall provide copies of the results of licensing reviews, including

## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

scheduled reviews, unannounced visits, and complaint investigations, to all members of the CSB board of directors in a timely manner and shall discuss the results at a regularly scheduled board meeting. The CSB shall adhere to any licensing guidance documents published by the Department.

### **C. CSB and Board of Directors Organization and Operations**

1. The CSB's organization chart shall be consistent with the current board of directors and staff organization. CSB bylaws shall be consistent with local government resolutions or ordinances establishing the CSB, board of directors policies, and the CSB's organization chart and shall have been reviewed and revised within the last two years.
2. The board of directors and executive director shall develop a board member position description, including qualifications, duties and responsibilities, and time requirements that the CSB shall provide to local governments to assist them in board appointments.
3. The executive director shall provide new board members with training on their legal, fiduciary, regulatory, policy, and programmatic powers and responsibilities and an overview of the performance contract within one month of their appointment. New board members shall receive a board manual before their first board meeting with the information needed to be an effective board member.
4. The board of directors shall adopt policies governing its operations, including board-staff relationships and communications, local and state government relationships and communications, committee operations, attendance at board meetings, oversight and monitoring of CSB operations, quality improvement, conflict of interests, freedom of information, board member training, privacy, security, and employment and evaluation of and relationship with the executive director.
5. The board shall adopt an annual meeting schedule to assist board member attendance.
6. The board of directors shall comply with the Virginia Freedom of Information act in the conduct of its meetings, including provisions governing executive sessions or closed meetings, electronic communications, and notice of meetings.
7. The board of directors shall meet frequently enough (at least 10 times per year) and receive sufficient information from the staff to discharge its duties and fulfill its responsibilities. This information shall include quarterly reports on service provision, funds and expenditures, and staffing in sufficient detail and performance on the behavioral health and developmental performance measures and other performance measures in Exhibit B. Board members shall receive this information at least one week before a scheduled board meeting.

- D. Reporting Fraud:** Fraud is an intentional wrongful act committed with the purpose of deceiving or causing harm to another party. Upon discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred, the CSB's Executive Director shall report this information immediately to any applicable local law enforcement authorities and the Department's Internal Audit Director. All CSB financial transactions that are the result of fraud or mismanagement shall become the sole liability of the CSB, and the CSB shall refund any state or federal funds disbursed by the Department to it that were involved in those financial transactions. The CSB shall ensure that new CSB board members receive training on their fiduciary responsibilities under applicable provisions of the Code of Virginia and this contract and that all board members receive annual refresher training on their fiduciary responsibilities.

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**E. Financial Management:** The CSB shall comply with following requirements, as applicable.

1. To avoid any appearance of conflict or impropriety, the CSB shall provide complete annual financial statements to its Certified Public Accountant for audit.
2. Operating CSBs and the BHA shall rebid their CPA audit contracts at least every three years once the current CPA contracts expire.
3. All financial reports prepared by the CSB for the reliance of third parties shall be reviewed by a designated staff person before the reports are presented or submitted and the reviews shall be documented.
4. All checks issued by the CSB that remain outstanding after one year shall be voided.
5. All CSB bank accounts shall be reconciled regularly, and the reconciliations shall be approved by a designated staff person not involved in preparing the reconciliation.
6. A contract administrator shall be identified for each contract for the purchase of services entered into by the CSB, and every contract shall be signed by a designated staff person and each other party to the contract, where applicable.
7. Each write-off of account receivables for services to individuals shall be approved and documented by a designated staff person. The CSB shall maintain an accounts receivable aging schedule, and debt that is deemed to be uncollectable shall be written off periodically. The CSB shall maintain a system of internal controls including separation of duties to safeguard accounts receivable assets.
8. Each payroll shall be certified by a designated staff person who does not enter or process the CSB's payroll.
9. The CSB shall maintain documentation and reports for all expenditures related to the federal Mental Health Block Grant and federal Substance Abuse Prevention and Treatment Block Grant funds contained in Exhibit A sufficient to substantiate compliance with the restrictions, conditions, and prohibitions related to those funds.
10. The CSB shall maintain an accurate list of fixed assets as defined by the CSB. Assets that are no longer working or repairable or are not retained shall be excluded from the list of assets and written off against accumulated depreciation, and their disposition shall be documented by a designated staff person who does not have physical control over the assets. The current location of or responsibility for each asset shall be indicated on the list of fixed assets.
11. Access to the CSB's information system shall be controlled and properly documented. Access shall be terminated in a timely manner when a staff member is no longer employed by the CSB to ensure security of confidential information about individuals receiving services and compliance with the Health Insurance Portability and Accountability Act of 1996 and associated federal or state regulations.

**F. Employment of a CSB Executive Director or BHA Chief Executive Officer (CEO)**

1. When an operating CSB executive director or behavioral health authority (BHA) CEO position becomes vacant, the CSB or BHA shall involve staff in the Department's Office of Community Contracting (OCC) in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2-605 of the Code of Virginia. The CSB or BHA shall provide a current position description and salary range and the advertisement for the position to the OCC for review and approval prior to advertising

## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

the position. The CSB or BHA board of directors shall invite OCC staff to meet with it to review the board's responsibilities and to review and comment on the board's screening criteria for applicants and its interview and selection procedures before the process begins.

Prior to employing a new executive director or CEO, the CSB or BHA shall provide a copy of the application and resume of the successful applicant and the proposed salary to the OCC for review and approval for adherence to minimum qualifications and the salary range established by the Department pursuant to § 37.2-504 or § 37.2-605. If the CSB or BHA proposes employing the executive director or CEO above the middle of the salary range, the successful applicant shall meet the preferred qualifications in addition to the minimum qualifications. This review does not include Department approval of the selection or employment of a particular candidate for the position. Section 37.2-504 or § 37.2-605 of the Code of Virginia requires the CSB or BHA to employ its executive director or CEO under an annually renewable contract that contains performance objectives and evaluation criteria. The CSB or BHA shall provide a copy of this employment contract to the OCC for review and approval prior to employment of the new executive director or CEO or before the contract is executed.

2. When an administrative policy CSB executive director position becomes vacant, the CSB shall involve staff in the Department's OCC in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2-605 of the Code of Virginia. The CSB shall provide a current position description and the advertisement for the position to the OCC for review prior to the position being advertised pursuant to § 37.2-504 of the Code of Virginia. Prior to employing the new executive director, the CSB shall provide a copy of the application and resume of the successful applicant to the OCC for review and approval for adherence to minimum qualifications established by the Department pursuant to § 37.2-504. If the CSB proposes employing the executive director above the middle of the salary range, the successful applicant shall meet the preferred qualifications in addition to the minimum qualifications. This review does not include Department approval of the selection or employment of a particular candidate for the position. While § 37.2-504 of the Code of Virginia does not require an administrative policy CSB to employ its executive director under an annually renewable contract that contains performance objectives and evaluation criteria, the CSB should follow this accepted human resource management practice.

## **II. Compliance with Federal Requirements**

- A. **General Federal Compliance Requirements:** The CSB shall comply with all applicable federal statutes, regulations, policies, and other requirements, including applicable provisions of the federal Mental Health Services Block Grant (CFDA 93.958) and the federal Substance Abuse Prevention and Treatment Block Grant (CFDA 93.959) Requirements contained in Appendix C of the CSB Administrative Requirements and:

1. the Federal Immigration Reform and Control Act of 1986; and
2. Confidentiality of Alcohol and Substance Abuse Records, 42 C.F.R. Part 2.

Non-federal entities, including CSBs, expending \$500,000 or more in a year of federal awards shall have a single or program-specific audit conducted for that year in accordance with Office of Management and Budget Circular A-133.



## **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

CSBs shall prohibit the following acts by themselves, their employees, and agents performing services for them:

1. the unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of alcohol or other drugs; and
2. any impairment or incapacitation from the use of alcohol or other drugs, except the use of drugs for legitimate medical purposes.

**B. Disaster Response and Emergency Service Preparedness Requirements:** The CSB agrees to comply with section 416 of Public Law 93-288 and § 44-146.13 through § 44-146.28 of the Code of Virginia regarding disaster response and emergency service preparedness. Section 416 of P.L. 93-288 authorizes the State Office of Emergency Services to require the Department to comply with the *Commonwealth of Virginia Emergency Operations Plan, Volume 2*, Emergency Support Function No. 8: Health and Medical Services, Section 4: Emergency Mental Health Services. Section 4 requires the CSB to comply with Department directives coordinating disaster planning, preparedness, and response to emergencies and to develop procedures for responding to major disasters. These procedures shall address:

1. conducting preparedness training activities;
2. designating staff to provide counseling;
3. coordinating with state facilities and local health departments or other responsible local agencies, departments, or units in preparing CSB all hazards disaster plans;
4. providing crisis counseling and support to local agencies, including volunteer agencies;
5. negotiating disaster response agreements with local governments and state facilities; and
6. identifying community resources.

**C. Federal Certification Regarding Lobbying for the Mental Health and Substance Abuse Prevention and Treatment Block Grants:** The CSB certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CSB, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CSB shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The CSB shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, or cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite

### **FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1**

for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or more than \$100,000 for each failure.

### **III. Compliance with State and Federal Requirements**

**A. Employment Anti-Discrimination:** The CSB shall conform to the applicable provisions of Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Contracting Act, the Civil Rights Act of 1991, regulations issued by Federal Granting Agencies, and other applicable statutes and regulations, including § 2.2-4310 of the Code of Virginia. The CSB agrees as follows.

1. The CSB will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CSB. The CSB agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The CSB, in all solicitations or advertisements for employees placed by or on behalf of the CSB, will state that it is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

**B. Service Delivery Anti-Discrimination:** The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and paragraphs 1 and 2 below.

1. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.
2. The CSB and its direct and contractual services will include these assurances in their services policies and practices and will post suitable notices of these assurances at each of their facilities in areas accessible to individuals receiving services.
3. The CSB will periodically review its operating procedures and practices to insure continued conformance with applicable statutes, regulations, and orders related to non-discrimination in service delivery.



City of Hampton, VA

Agenda Review

File Number: 14-0370

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0370

Request Number: R-2014-00396

File Type: Ordinance - Zoning Text

Department: Planning

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Alison Alexander

Phone:

Requestor:

Phone:

Presenter: Mike Hayes, Senior City Planner

Phone: 728.5244

Title: **Zoning Ordinance Amendment 142-2014: by the City of Hampton VA to Amend and Reenact Chapter 17.3 of the Zoning Ordinance of the City of Hampton, Virginia by Amending: Sections 17.3-120 through 17.3-121 and 17.3-123 of Article XVI Entitled, "SPI-IH---Infill Housing District," Pertaining to Development on Substandard Lots in the R-8, R-9, R-11, and R-13 Zoning Districts.**

Action Requested: **Approve Zoning Ordinance Amendment No. 142-2014.**

Estimated Time: 10 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Staff Report  
Presentation  
Redline  
PC Resolution

Date  
9/4/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

This is an amendment to Special Public Interest – Infill Housing (SPI-IH) Chapter of the Zoning Ordinance related to development on Substandard Lots and brought forward in conjunction with proposed amendments to Chapter 1 and Chapter 19, which relate to the required merger provision and minimum off street parking space requirements.

Substandard Lots are defined in Chapter 2.1 of the Zoning Ordinance to include:

“A lot that does not meet the dimensional standards of the zoning district in which it is located, but met the requirements in effect at the time the lot was recorded”.

The current ordinance, as outlined in Chapter 1, permits development on substandard lots if the lot has never been in common ownership with any contiguous lot or property on the same right-of-way since January 12, 1989 and provided all other development criteria are met. However, if the substandard lot has, at any time since January 12 1989, been in common ownership with any contiguous lot or property on the same right-of-way, the lots must be merged in order for development to occur on the lot.

Approval of the amendment to Chapter 1 would remove the requirement that substandard lots held in common ownership with any contiguous lot on the same right-of-way since 1989 be merged as a pre-requisite to development in order to comply with legal requirements. This would free additional lots for development within the City of Hampton.

The proposed amendment to Chapter 17.3 alters the SPI-IH District to apply citywide to all substandard lots zoned R-8, R-9, R-11, and R-13. All new development on substandard lots would have to meet the newly established criteria, which relates to establishing front yard build-to lines, minimum green area in the front yard, a two story maximum building height, and garage placement.

Planning Commission recommends approval.

#### LEGISLATION TEXT:

**Whereas**, the public necessity, convenience, general welfare and good zoning practice so require;

**BE IT ORDAINED** by the Council of the City of Hampton, Virginia that Sections 17.3-120, 17.3-121 and 17.3-123 of Chapter 17.3 of the Zoning Ordinance of the City of Hampton, Virginia, be amended and re-enacted as follows:

### **ARTICLE XVI. SPI-IH—INFILL HOUSING DISTRICT**

#### **Sec. 17.3-120. Intent.**

The purpose of this article is to ensure that new housing construction on legally platted substandard lots is developed in a manner that maintains the scale and visual character of existing single-family homes in the surrounding area. The zoning ordinance requires a minimum dwelling area, lot frontage, and lot area for newly constructed single-family homes based on the underlying zoning district. In many of the older neighborhoods in the city, existing lot size and dwelling sizes are well below these minimums, primarily because the lot existed prior to the regulation of the Zoning Ordinance. In this instance, it is vital to protect neighborhoods by ensuring that new development is compatible with existing development patterns of the neighborhood. To address these

occurrences, the Special Public Interest-Infill Housing District (SPI-IH) permits a by-right reduction from the underlying zoning district in terms of lot frontage and/or lot area on infill lots provided that the proposed development meet the standards set forth in this ordinance. This method promotes quality development in the City by allowing development provided that specific development criteria are met.

**Sec. 17.3-121. Application and boundaries.**

- (1) The SPI-IH district shall apply to all infill lots located in R-8, R-9, R-11, and R-13 base zoning districts that are determined to be substandard lots, as defined by the zoning ordinance, and in existence on or prior to September 10, 2014. The district shall act as an overlay district, augmenting rather than replacing the underlying zoning district. All regulations of the underlying zoning district shall apply except as modified by the regulations for the SPI-IH.

....

**Sec. 17.3-123. Development standards.**

- (1) Height.  
No building shall exceed twenty-five (25) feet in height and two stories.
- (2) Dwelling Area.  
A reduction in dwelling size is permitted if the minimum dwelling size required by the base zone district cannot be met with the height restrictions and setback requirements of this chapter. In such a case, the required dwelling area shall be reduced to meet the largest square footage possible on that lot while meeting the minimum setback requirements of the base zone district and not exceeding the building height regulations set forth in this chapter.
- (3) Building setbacks.
  - (a) Front yard setback. There shall be a front yard setback equal to the average of the front yard setbacks on the same block. A block shall be defined as three hundred feet in both directions on the same side of the street.
    - (i) This setback shall be a build-to line.
    - (ii) At least 50% of the width of the build-to line shall be occupied by the building's main front façade which consists of the front wall containing the main entry door.
- (4) Green area.  
A minimum of 50% of the front yard shall be green area.
- (5) Garage location.  
If constructed, an attached garage shall be located a minimum of 18" behind the main front façade of the house.

## STAFF EVALUATION

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To: Planning Commission

Prepared By: Mike Hayes, AICP

728-5244

Reviewed By: Keith Cannady, AICP  
Sharon McSmith, CAP

728-5239

728-5240

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Case: ZOA 142, 147, 153- 2014 Substandard Lots

Date: August 7, 2014

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### General Information

#### *Description*

The purpose of the proposed amendments is to resolve the legal risk associated with the current substandard lot provision while creating new conditions to increase neighborhood compatibility for in-fill development on any existing substandard lot. The current ordinance language directs substandard lots to be merged with adjacent parcel(s) if they are or have been in common ownership with those adjacent parcel(s) since January 12, 1989.

Staff is proposing the following changes to the zoning ordinance:

Adjustments to setback regulations:

- Construction of homes would be required to be built at a depth equal to the average of existing single family development within three hundred feet (the typical length of a block) in either direction and on the same side of the street.

Green area requirement:

- 50% of the front yard must be green area

Garage location:

- If a garage is built, it must be at least 18 inches behind the front of the house

Building height:

- No home may be taller than two stories and/or 25 feet tall

Parking:

- For lots less than 40' wide, a reduction to one required parking space would be allowed

These changes would only apply to substandard lots with a base zoning district of R-8, R-9, R-11, or R-13.

In addition to the aforementioned changes, the zoning ordinance amendments propose one administrative exception. In the rare case that the development meets the height and setback requirements but cannot meet the minimum dwelling size requirement, a reduction in dwelling size would be allowed, provided that the maximum possible building size is achieved. As an example, if the base zoning district requires a home to be a minimum of 1,700 square feet, but between the setback requirements and the two story height limit create a buildable area of only 1,500 square feet, the home, if constructed, must have 1,500 square feet of dwelling area.

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#### *Plans and Policies*

The Hampton Community Plan (2006, as amended) has objectives and policies directly related to the proposed changes.

Land Use and Community Design Objectives (p. LU-3)

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- Promote the efficient use of land. Recognize land as a limited resource.
- Be responsive to market and demographic trends and opportunities.
- Protect community appearance, character, and design.
- Protect real property values.

The specific policy recommendations include:

LU-CD 7: Safeguard the integrity of existing residential neighborhoods. (p.LU-17)

LU-CD 11: Promote high quality design and site planning that is compatible with surrounding development. (p. LU-17)

LU-CD 12: Encourage building design and site planning that enhances community interaction and personal safety. (p. LU-17)

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#### *Existing Regulations*

Current regulations require contiguous substandard lots which have been in common ownership at any point since January 12, 1989 to be merged. Meaning, under the current ordinance, certain legally platted lots may not be built upon. This provision places the City in a high level of legal risk.

Those substandard lots which have not been in common ownership at any point since January 12, 1989 may be built upon. Development of such lots must follow the requirements of the base zoning district.

Recognizing that the typical single family base zoning districts in Hampton (R-8, R-9, R-11, and R-13) dwelling size requirements are incompatible with the Greater Wythe neighborhood, Special Public Interest – Infill Housing (SPI-IH) was developed as an overlay district. SPI-IH sets forth a process for approval by the Board of Zoning Appeals for a reduction in dwelling size based upon the average size of neighboring homes in exchange for a higher level of architectural design.

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#### *Alternatives Analysis*

- A) Make no changes, leaving the City at a high level of legal risk. The consequences of which greatly increased July 1, 2014. The City could continue to explore additional alternatives, such as the use of a plans book and use permit process, but this would likely leave various neighborhoods open to wholly incompatible development of substandard lots in separate ownership since January 12, 1989. It would likely take a year if not longer to develop and adopt a more detailed measure.
- B) Strike the language requiring the merging of lots but make no other changes. This would alleviate the legal risk but provides no additional development standards to generate more compatible development on existing substandard lots. All minimum setback, parking, and dwelling size standards would remain the same. The City could continue to explore additional alternatives, such as the use of a plans book and use permit process, but this would likely leave various neighborhoods open to wholly incompatible development for a year if

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not longer.

- C) Strike through the language requiring the merging of lots and make additional amendments to provide a basic set of development standards to create more compatible infill development on existing substandard lots. The new standards would incorporate setback, building height, dwelling size, front yard green area and parking requirements based upon the lot size and neighboring development. The City could continue to explore additional alternatives, such as the use of a plans book and use permit process, while having somewhat tailored and legal dimensional standards in place.
- 

### *Analysis*

Between the legal issues with forcing the merger of legally subdivided lots and changes to State legislation which took effect on July 1, 2014, the City of Hampton is at significant legal risk. The current provision found in Chapter 1 of the Zoning Ordinance requires the merger of contiguous substandard lots, lots not meeting the minimum dimensional requirements of the zoning ordinance, which have been in common ownership at any point since January 12, 1989 to be merged. These are existing lots, which were legally subdivided and may be owned by an individual or more than one entity currently. So long as the lots are not merged, owners are not permitted to build upon them. Furthermore, if one lot is already developed, the other lot may not be developed independently. At the same time, substandard lots that have not been in common ownership with any contiguous lot may be developed.

The proposed amendments have been developed for the purpose of permitting the development of existing single family lots while creating neighborhood sensitive dimensional standards for development on single family lots in the R-8, R-9, R-11, and R-13 One Family Residence Districts.

The changes to Chapter 1, strike the existing forced merger language and replace it with language requiring substandard lots to meet standards as outlined in the Zoning Ordinance. This provides property owners with the opportunity to develop their legally existing lot or lots.

While the proposed changes to Chapter 1 alleviate the legal risk, staff recognizes that development on smaller lots is more sensitive and that the strict application of existing base zoning districts demands development that is often out of context with the existing neighborhood and more likely to be detrimental to the neighborhood if not executed appropriately. To address this issue, staff proposes amending the Special Public Interest – Infill Housing District (SPI-IH) as well as the Parking Chapter of the Zoning Ordinance and applying the provisions to all single family substandard lots with a base zone of R-8, R-9, R-11, and R-13 in the City of Hampton.

In order to facilitate development which better fits Hampton's existing neighborhoods and restrict inappropriate development changes to underlying dimensional standards are proposed:



- In order to ensure that new homes align with the existing neighborhood, the front yard setback becomes a build to line based upon neighboring homes. Meaning, rather than having a 30' minimum setback, the new home must be built to the average setback of the existing homes within 300' in either direction on the same side of the block.
- To ensure that the entire front yard will not be paved, a minimum of 50% of the front yard shall be green area.
- Maintaining eyes on the street and a safe interaction between the front of a house and the street is an important part of neighborhoods and a traditional part of older neighborhoods where most substandard lots are found. To create a safer neighborhood environment garages must be located a minimum of 18" behind the main façade of the house.
- Ensuring that existing neighborhoods are not dwarfed by new construction, the district changes restrict the height of new homes to a maximum of 25' and two stories.
- In some rare instances, once the setback requirements are applied to the property, and the height restriction is in place, it may not be possible for the potential builder to meet the base districts minimum dwelling area requirement. In such cases, the dwelling area would be reduced to meet the largest square footage possible on that lot while meeting the minimum setbacks and height restriction.

The proposed amendments also include a change to the parking requirements found in Chapter 19. Currently, all single family development is required to have a minimum of two off street parking spaces. These spaces can be readily accommodated and fit within the development pattern of the neighborhood on lots 40' or wider. However, in some areas of the city, lots of less than 40' in width exist. In these cases, the lot would be overwhelmed by driveway and the character of the street would be harmed if the two space minimum continues to be enforced. Such development would create less walkable streets and come at odds with the 50% green area requirement in the front yard. In order to promote development that is compatible with the neighborhood, the proposed amendment to Chapter 19 reduces the required number of parking spaces to 1 for single family lots narrower than 40'.

Taken in total, the proposed amendments greatly reduce the City's legal risk, expand opportunities for investment in the city, promote investment on vacant in-fill lots, and promote compatible new development in existing neighborhoods .

**Staff recommends approval of the three Zoning Ordinance Amendments; ZOA 142-2014, ZOA 147-2014, and ZOA 153-2014.**

# SUBSTANDARD LOTS AMENDMENTS



September 10, 2014

HAMPTON VA

## Proposed Amendments

- ZOA 142-2014 – Chapter 17.3
- ZOA 147-2014 – Chapter 19
- ZOA 153-2014 – Chapter 1

## What is a substandard lot?

- A lot that **does not meet the dimensional standards** of the zoning district in which it is located, but met the requirements in effect at the time the lot was recorded.

\* Reminder: **Applies to existing lots and not new subdivisions.**

Community Development Department  
September 10, 2014

ZOA 142, 147, 153 - 2014  
3

## Legal Implications

- Involuntary merger provision:
  - Does not effectively put buyers on notice when they acquire a property;
  - Does not comply with the subdivision ordinance;
  - May deprive some people of use of their property; and
  - Is disfavored by the courts.

Community Development Department  
September 10, 2014

ZOA 142, 147, 153 - 2014  
4

## Goals & Objectives

- Protect against legal implications
- Permit development on legally subdivided lots
- Encourage investment in Hampton neighborhoods
- Maintain and enhance community appearance and character
- Ensure infill development fits the scale of the existing neighborhood

Community Development Department  
September 10, 2014

ZOA 142, 147, 153 - 2014  
5

# Promote efficient use of land. Recognize land as a limited resource.

Objective #1, Land Use and Community Design,  
p. LU-3, Hampton Community Plan (2006, as  
amended)

Community Development Department  
September 10, 2014

ZOA 142, 147, 153 - 2014  
6

## Staff Recommendation

- Eliminate common ownership language from substandard lot provision
- Establish standards for development of existing substandard lots
- Parking reduction for lots less than 40' in width

Community Development Department  
September 10, 2014

ZOA 142, 147, 153 - 2014  
7

## Adapt SPI-IH

- Special Public Interest – Infill Housing
- Overlay
  - Apply to all substandard lots in
    - R-8
    - R-9
    - R-11
    - R-13

Community Development Department  
September 10, 2014

ZOA 142, 147, 153 - 2014  
8

## SPI-IH Conditions

- Front Yard Setback
  - Average of the “block”
  - Build to line
- Building height maximum
  - 2 stories
  - 25’

Community Development Department  
September 10, 2014

ZOA 142, 147, 153 - 2014  
9

## SPI-IH Conditions

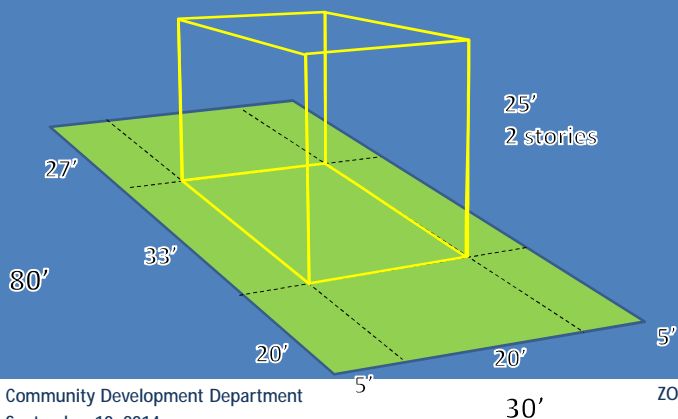
- Green Area
  - 50%
- Parking space reduction
  - Lots < 40’
    - 1 required space
- Garage Placement
  - Behind front door

Community Development Department  
September 10, 2014

ZOA 142, 147, 153 - 2014  
10

## SPI-IH Conditions

- Dwelling size exception
  - Maximize buildable area



$$\begin{array}{r}
 33 \\
 \times \\
 \hline
 20 \\
 660 \\
 \times \\
 2 \\
 \hline
 1320
 \end{array}$$

Community Development Department  
September 10, 2014

ZOA 142, 147, 153 - 2014  
11

## Recommendation

Approval of ZOA 142-2014

Approval of ZOA 147-2014

Approval of ZOA 153-2014

Community Development Department  
September 10, 2014

ZOA 142, 147, 153 - 2014  
12

1 **Ordinance to Amend and Reenact Chapter 17.3 of the Zoning Ordinance of the City of**  
2 **Hampton, Virginia by Amending: Sections 17.3-120 through 17.3-121 and 17.3-123 of**  
3 **Article XVI Entitled, “SPI-IH---Infill Housing District,” Pertaining to Development on**  
4 **Substandard Lots in the R-8, R-9, R-11, and R-13 Zoning Districts.**

5  
6 **Whereas**, the public necessity, convenience, general welfare and good zoning practice so  
7 require;

8  
9 **BE IT ORDAINED** by the Council of the City of Hampton, Virginia that Sections 17.3-120, 17.3-  
10 121 and 17.3-123 of Chapter 17.3 of the Zoning Ordinance of the City of Hampton, Virginia, be  
11 amended and re-enacted as follows:  
12

13 **ARTICLE XVI. SPI-IH—INFILL HOUSING DISTRICT**  
14

15 **Sec. 17.3-120. Intent.**

16 *The purpose of this article is to ensure that new housing construction on legally*  
17 *platted substandard lots is developed in a manner that maintains the scale and visual*  
18 *character of existing single-family homes in the surrounding area.* ~~The purpose of this article~~  
19 ~~is to improve the overall quality of new single family housing being built on vacant infill lots in~~  
20 ~~residential districts while being sensitive to the need of maintaining affordable housing that is~~  
21 ~~economically competitive with existing surrounding housing. The zoning ordinance requires a~~  
22 ~~minimum dwelling area, *lot frontage, and lot area* for newly constructed single-family homes~~  
23 ~~based on the underlying zoning district. In many of the older neighborhoods in the city,~~  
24 ~~existing *lot size and* dwelling sizes are well below these minimums, *primarily because the lot*~~  
25 ~~*existed prior to the regulation of the Zoning Ordinance. In this instance, it is vital to protect*~~  
26 ~~*neighborhoods by ensuring that new development is compatible with existing development*~~  
27 ~~*patterns of the neighborhood. Homebuilders desiring to build smaller new homes on vacant*~~  
28 ~~infill lots in residential areas apply to the board of zoning appeals for relief from the minimum~~  
29 ~~dwelling size requirement. The hardship that they claim is that it is not economically feasible~~  
30 ~~to build to the minimum dwelling size because most of the homes in the surrounding blocks~~  
31 ~~are well below the minimum. *To address these occurrences,* The *the* Special Public Interest-~~  
32 ~~Infill Housing District (SPI-IH) *permits a by-right reduction from the underlying zoning district*~~  
33 ~~*in terms of lot frontage and/or lot area on infill lots provided that the proposed development*~~  
34 ~~*meet the standards set forth in this ordinance. This method promotes quality development in*~~  
35 ~~*the City by allowing development provided that specific development criteria are met.* serves~~  
36 ~~to address the homebuilder's concerns while addressing the city's concern of improving the~~  
37 ~~housing stock throughout the city. This is accomplished by requiring homebuilders to submit~~  
38 ~~building plans and elevations for approval prior to submitting an application to the board of~~  
39 ~~zoning appeals for dwelling size relief. It also provides the board of zoning appeals guidance~~  
40 ~~for determining how much relief to apply.~~



**Sec. 17.3-121. Application and boundaries.**

(1)

The SPI-IH is created as a special district to be superimposed by a special symbol for its boundaries on the zoning district map. The district shall *apply to all infill lots located in R-8, R-9, R-11, and R-13 base zoning districts that are determined to be substandard lots, as defined by the zoning ordinance, and in existence on or prior to (insert adoption date).* The district shall act as an overlay district, augmenting rather than replacing the underlying zoning district. All regulations of the underlying zoning district shall apply except as modified by the regulations for the SPI-IH.

(2)

The SPI-IH shall apply to the area depicted in the following map, commonly referred to the Greater Wythe Planning Area.



**Sec. 17.3-123. *Development standards*Regulations.**

**(1) *Height.***

*No building shall exceed twenty-five (25) feet in height and two stories.*

**(2) *Dwelling Area.***

*A reduction in dwelling size is permitted if the minimum dwelling size required by the base zone district cannot be met with the height restrictions and setback requirements of this chapter. In such a case, the required dwelling area shall be reduced to meet the largest square footage possible on that lot while meeting the minimum setback requirements of the base zone district and not exceeding the building height regulations set forth in this chapter.*

**(3) *Building setbacks.***

**(a)** *Front yard setback. There shall be a front yard setback equal to the average of the front yard setbacks on the same block. A block shall be defined as three hundred feet in both directions on the same side of the street.*

**(i)** *This setback shall be a build-to line..*

**(ii)** *At least 50% of the width of the build-to line shall be occupied by the building's main front façade which consists of the front wall containing the main entry door.*

**(4) *Green area.***

*A minimum of 50% of the front yard shall be green area.*

**(5) *Garage location.***

*If constructed, an attached garage shall be located a minimum of 18" behind the main front façade of the house.*

~~(4)~~

~~Applicants seeking relief from the minimum dwelling size specified in the underlying zoning district shall apply to the board of zoning appeals through the zoning administrator. Applications shall include:~~

~~(a)~~

~~A plat showing a footprint of the proposed structure(s) on the property;~~

~~(b)~~

~~Building elevations describing proposed materials;~~

~~(c)~~

~~Floor plans for the proposed structure(s); and~~

~~(d)~~

~~A landscape plan that meets or exceeds the "City of Hampton Landscape Guidelines".~~

(2)

The purpose of this submission is to ensure that new housing construction is developed in a manner that maintains the visual character and architectural scale of existing single-family homes in the surrounding area:

(a)

Building materials shall be equal to or better than materials found on single-family homes within the block; and

(b)

Architectural character shall complement that of single-family homes within the block.

The applicant shall submit these items to the zoning administrator and the director of community development for review and recommendation before the board of zoning appeals considers the request for relief.

(3)

In determining how much relief should be granted, the average dwelling size for single-family homes within the block must be calculated:

(a)

The block includes all properties that are three hundred (300) feet in all directions from the infill lot's property line.

(b)

The average dwelling size is the average square feet of single-family homes within a block of the infill lot's property line. Detached garages, sheds, and other unattached buildings are not included in determining the average dwelling size. For homes with an attached garage or an enclosed porch, two hundred (200) square feet shall be deducted from the dwelling size. Multi-family dwellings and manufactured homes are not included when determining the average dwelling size. When calculating the average dwelling size, if there are less than ten (10) houses within a block of the infill lot's property line, then the block shall be extended in all directions by one hundred-foot increments until ten (10) single-family houses are compiled.

Using the table that follows, if the average dwelling size is less than or equal to the square footage number established for the underlying zoning district, the recommendation should be that the applicant build to at least one hundred twenty-five (125) percent of the average dwelling size.

If the average dwelling size is greater than the square footage number established for the underlying zoning district, the recommendation should be that the applicant be required to build to the minimum dwelling size for the underlying zoning district.

Zoning District/Minimum Dwelling Size Required	If Average Dwelling Size is Less Than or Equal To	Recommendation	If Average Dwelling Size is Greater Than	Recommendation
R-33, R-22, R-15, and R-13 One-Family Residence Districts/2,000 square feet of heated living area*	1,500 square feet	Build to 125 percent of the average dwelling size**	1,500 square feet	No relief recommended
R-11 One-Family Residence District/1,700 square feet of heated living area*	1,400 square feet	Build to 125 percent of the average dwelling size**	1,400 square feet	No relief recommended
R-9 One-Family Residence District/1,500 square feet of heated living area*	1,300 square feet	Build to 125 percent of the average dwelling size**	1,300 square feet	No relief recommended
R-8 Two-Family Residence District/1,300 square feet of heated living area*	1,200 square feet	Build to 125 percent of the average dwelling size**	1,200 square feet	No relief recommended

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\*NOTE: If an attached fully enclosed garage or porch has the same type construction and exterior appearance as the dwelling, then two hundred (200) square feet of the floor area of either or both may be applied and considered as part of the minimum square footage, provided that screened in porches shall not qualify for this credit.

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\*\*NOTE: If one hundred twenty five (125) percent of the average dwelling size is greater than the minimum dwelling size required for the underlying zoning district, then the homebuilder need only to build to the minimum size.

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~~(Amended 8-11-2010; 6-12-2013)~~

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**AT A PUBLIC HEARING AND REGULAR MEETING OF THE HAMPTON PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, CITY HALL, HAMPTON, VIRGINIA ON THURSDAY, AUGUST 7, 2014 AT 3:30 P.M.**

**WHEREAS:** the Hampton Planning Commission has before it this day ZOA 142-2014, a proposed ordinance to amend and re-enact Chapter 17.3 of the Zoning Ordinance of the City of Hampton, Virginia by Amending: Sections 17.3-120 through 17.3-121 and 17.3-123 of Article XVI Entitled, "SPHH--Infill Housing District," Pertaining to Development on Substandard Lots in the R-8, R-9, R-11, and R-13 Zoning Districts;

**WHEREAS:** this proposed amendment is accompanied by ZOA 147-2014 and ZOA 153-2014, which pertain to the striking of the forced merger provision and providing a reduced parking standard for lots less than 40 feet in width;

**WHEREAS:** the proposed changes to SPH-H provide dimensional standards for infill development on substandard lots;

**WHEREAS:** SPH-H would apply to existing lots and not newly created lots;

**WHEREAS:** SPH-H would apply to substandard lots with a base zoning district of R-8, R-9, R-11, or R-13;

**WHEREAS:** the Hampton Community Plan (2006, as amended) sets forth Land Use and Community Design Objectives, including 1) Promote the efficient use of land. Recognize land as a limited resource; 2) Be responsive to market and demographic trends and opportunities; 3) Protect community appearance, character, and design; and 4) Protect real property values;

**WHEREAS:** the proposed standards address dimensional elements to ensure development of substandard lots is in keeping with the pattern of the community, including 1) Basing front yard setbacks on the average of neighboring properties; 2) Limiting building height to two stories; 3) Setting a minimum green area for the front yard; and 4) Addressing garage placement; and

**WHEREAS:** there was one speaker from the public, who spoke in support of this amendment;

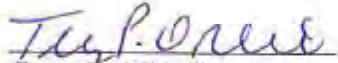
**NOW, THEREFORE,** on a motion by Commissioner Campbell and seconded by Commissioner McCloud,

**BE IT RESOLVED** that the Hampton Planning Commission recommends approval to City Council of the ordinance amendment to Chapter 17.3 of the Zoning Ordinance.

A roll call vote on the motion resulted as follows:

AYES:	Campbell, McCloud, Southall, Snead, LaRue
NAYS:	None
ABST:	None
ABSENT:	Williams, Bunting

**A COPY; TESTE:**



Terry P. O'Neill  
Secretary to Commission



City of Hampton, VA

Agenda Review

File Number: 14-0371

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0371

Request Number: R-2014-00397

File Type: Ordinance - Zoning Text

Department: Planning

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Alison Alexander

Phone:

Requestor:

Phone:

Presenter: Dave Stromberg, Senior Zoning  
Official

Phone: 728.5233

Title: Ordinance To Amend And Re-Enact Chapter 2.1 Of The Zoning Ordinance Of The City Of Hampton, Virginia Entitled "Definitions" By Amending Section 2.1-2 Pertaining To The Definition Of Height, Chapter 17.3, Article V Of The Zoning Ordinance of the City of Hampton, Virginia Entitled "Flood Zone District" by amending sections 17.3-31.2, 17.3-32, 17.3-33.1, 17.3-33.2 17.3-33.3, 17.3-34.1, 17.3-34.2, 17.3-34.3, 17.3-34.8 And Adding A New Section 17.3-34.9 Pertaining To Construction Requirements For New Construction And Substantial Improvements For Properties Located Within Flood Zone Districts.

Action Requested: Adopt the ordinance amendment.

Estimated Time: 10 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Presentation  
Redline  
Resolution

Date  
9/4/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

Staff is presenting a zoning ordinance amendment related to the regulation of properties located within the flood zone. One of the recommendations of the Hampton Waterways Committee was that city staff look into the possibility of increasing the height of the required freeboard. Staff also looked into amending other provisions of the flood zone ordinance related to reducing the potential for future flood damages for



properties in Hampton.

Approval of this amendment would revise how the height of a structure is measured so as not to penalize properties located in the special flood hazard area that are required to be elevated by the zoning ordinance; it would amend the boundaries of the district to include areas identified as X(Shaded) on the Flood Insurance Rate Map; it would add a new definition of “design flood elevation”, which is the base flood elevation identified on the Flood Insurance Rate Map plus the freeboard requirement; it would increase the height of new construction and substantial improvements in the special flood hazard area from one (1) foot to three (3) feet; it would prohibit the construction of basements in the special flood hazard area; and it would require new construction in areas identified as X(Shaded) to be constructed one and one half (1.5) feet above grade.

Planning Commission recommends approval of this zoning ordinance amendment.

LEGISLATION TEXT:

**Whereas**, the public necessity, convenience, general welfare and good zoning practice so require;

**BE IT ORDAINED** by the Council of the City of Hampton, Virginia that chapter 2 and chapter 17.3 of the Zoning Ordinance of the City of Hampton, Virginia, be amended and re-enacted as follows:

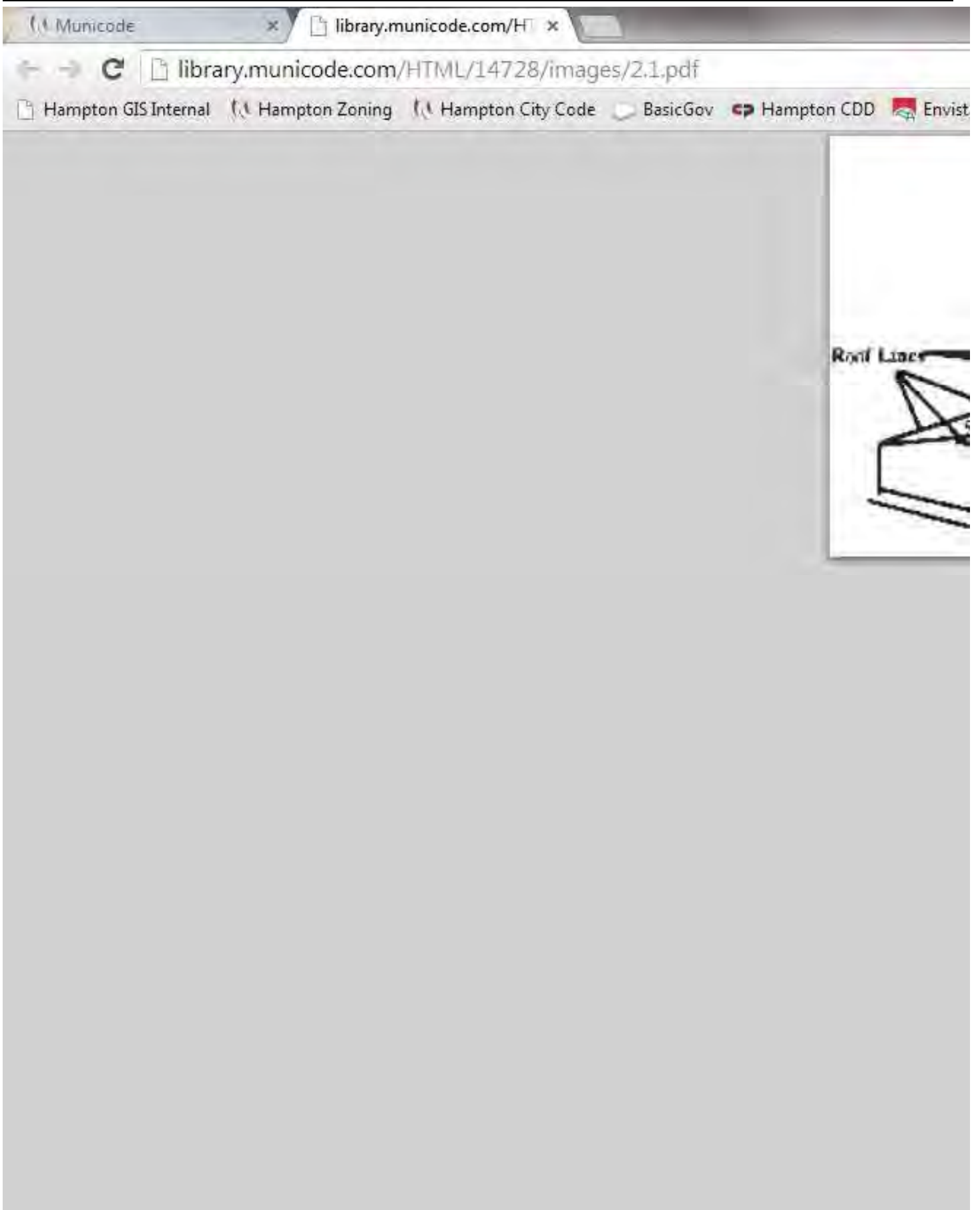
**CHAPTER 2.1 – DEFINITIONS**

**Sec. 2.1-2 – Definitions**

...

**Building height.** The vertical distance, measured from the final surveyed grade at the time of building permit issuance to (a) the highest point of the roof surface, if a flat roof; (b) to the deck line of a mansard roof; and (c) to the mean height level between eaves and ridge for a gable, hip, or gambrel roof, as diagrammed below. If built on a terrace, the allowable building height may be increased by the height of the terrace, but this increase shall not exceed five (5) feet. For principal structures subject to the provisions of Chapter 17.3, Article V, the vertical distance shall be measured from the design flood elevation.





...

## **CHAPTER 17.3 - SPECIAL PUBLIC INTEREST (SPI) DISTRICTS**

...

### **ARTICLE V. - FZD—FLOOD ZONE DISTRICT**

#### **Sec. 17.3-31. - General provisions.**

##### **Sec. 17.3-31.1. - Authority and purpose.**

...

##### **Sec. 17.3-31.2. - Applicability.**

These provisions shall apply to all lands within the jurisdiction of the City of Hampton (city) and identified as being in the one hundred (100) year floodplain by the Federal Insurance Administration, and Other Flood Areas as defined within.

...

##### **Sec. 17.3-32. - Definitions.**

For purposes of this article V, the following definitions shall apply:

...

Design Flood Elevation (DFE). The base flood elevation plus the freeboard required by this chapter.

...

Flood Insurance Rate Map (FIRM). An official map of a community on which FEMA has delineated both the special flood hazard areas and Other Flood Areas applicable to the community.

...

Freeboard. A factor of safety usually expressed in feet above a flood level for purposes of floodplain management, which shall be measured as the vertical distance between the base flood elevation and the local minimum required lowest elevation. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization in the watershed. When a freeboard is included in the height of a structure, the flood insurance premiums may be less expensive.

...

Other Flood Areas: Those areas identified as X (Shaded) or X500 on the FIRM for which there is a one-fifth percent (0.2%) annual chance of flooding.

...

#### **Sec. 17.3-33.1. - Description of districts.**

- A. Basis of districts. The various floodplain districts shall include special flood hazard areas and Other Flood Areas. The basis for the delineation of these districts shall be the Flood Insurance Study (FIS) and the Flood Insurance Rate Maps for the City of Hampton prepared by the Federal Emergency Management Agency, Federal Insurance Administration, effective August 16, 2011, and any subsequent revisions or amendments thereto as well as any city identified flood hazard areas as delineated on a "Local Flood Hazard Map." The city may identify and regulate new local flood hazard or ponding areas. These areas should be delineated and adopted on a "Local Flood Hazard Map" using best available topographic data and locally derived information such as flood of record, historic high water marks or approximate study methodologies.
1. The Floodway District is delineated, for purposes of this ordinance, using the criterion that certain areas within the floodplain must be capable of carrying the waters of the one hundred (100) year flood without increasing the water surface elevation of that flood more than one (1) foot at any point. The areas included in this district are specifically defined in Table 5 of the above-referenced Flood Insurance Study and shown on the accompanying Flood Insurance Rate Map.
  2. The Special Floodplain District shall be those areas identified as an AE Zone on the maps accompanying the FIS for which one hundred (100) year flood elevations have been provided.
  3. The Approximated Floodplain District shall be those areas identified as an A Zone on the maps accompanying the FIS. In these zones, no detailed flood profiles or elevations are provided, but the one hundred (100) year floodplain boundary has been approximated. Base flood elevations in this district must be developed by a certified professional engineer or certified land surveyor authorized to do business in the Commonwealth of Virginia, through detailed hydrologic and hydraulic analysis, using methodologies comparable to those found in a flood insurance study (FIS) analysis.
  4. The Coastal Floodplain District shall be those areas identified as coastal AE or A1—30 Zones on the maps accompanying the FIS. Flood elevations are provided in these tidal floodplains; however, floodway data is not applicable.
  5. The Coastal High Hazard District shall be those areas identified as V1—V30, VE, or V Zones on the maps accompanying the FIS.
  6. Other Flood Areas shall be those areas identified as X (Shaded) or X500 on the FIRM for which there is a one-fifth percent (0.2%) annual chance of flooding.

...

### **Sec. 17.3-33.2. - Official zoning map.**

The boundaries of the Special Flood Hazard Areas and Other Flood Areas shall be designated by the Flood Insurance Study (FIS) issued by FEMA and shown on the city's Flood Insurance Rate Map (FIRM) dated August 16, 2011, as amended. This map, as amended, is declared to be part of this ordinance and shall be kept on file in the offices of the Building Official and of the Zoning Administrator. The components of the Special Flood Hazard Areas shall be:

- A. Coastal High Hazard District (VE)
- B. Special Flood Hazard Area (AE, A and AO)

The components of Other Flood Areas shall be:

- A Other Flood Areas (X500 or X (Shaded))

...

### **Sec. 17.3-34. - District provisions.**

Sec. 17.3-34.1. - Permit and application requirements.

- A. Permit requirement. All uses, activities, and development occurring within any special flood plain district and Other Flood Areas shall be undertaken only upon the issuance of a zoning permit, land disturbance permit, or building permit. Such development shall be undertaken only in strict compliance with the provisions of this article, the Virginia Uniform Statewide Building Code (VA USBC), and all other applicable codes and ordinances, as amended. Prior to the issuance of any such permit, the zoning administrator shall require all applications to include compliance with all applicable state and federal laws.
- B. Site plans and building permit applications. All site plan and building permit applications within any Special Flood Hazard Area or Other Flood Area shall incorporate the following information:
  - 1. The elevation of the base flood at the site.
  - 2. The elevation of the lowest floor (including basement) or, in VE zones, the lowest horizontal structural member of the lowest floor.
  - 3. For structures to be floodproofed (non-residential only), the elevation to which the structure will be floodproofed.
  - 4. Topographic information showing existing and proposed ground elevations.

### **Sec. 17.3-34.2. - General standards.**

In all special flood hazard areas the following provisions shall apply:

- A. The freeboard shall be three (3) feet. The freeboard, in addition to the base flood elevation, shall constitute the design flood elevation.
- B. New construction and substantial improvements shall be according to the VA USBC, and anchored to prevent flotation, collapse or lateral movement of the structure.
- C. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- D. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

- E. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- F. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including ductwork, shall be:
  - 1. Elevated and installed at or above the design flood elevation; or
  - 2. Designed so as to prevent water from entering or accumulating within the components during conditions of flooding to a level no lower than the design flood elevation.
- G. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- H. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- I. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- J. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this article shall meet the requirements of "new construction" as contained in this article.
- K. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this article, shall be undertaken only if said non-conformity is not furthered, extended, or replaced.
- L. Prior to any proposed alteration or relocation of any channels or of any watercourse, stream, etc., within this jurisdiction a permit shall be obtained from the U.S. Corps of Engineers, the Virginia Department of Environmental Quality, and the Virginia Marine Resources Commission (a joint permit application is available from any of these organizations). Furthermore, notification of the proposal shall be given by the applicant to all affected adjacent jurisdictions, the Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management) and the Federal Insurance Administration.
- M. The flood carrying capacity within an altered or relocated portion of any watercourse shall be maintained.
- N. For residential construction, the lowest floor shall not be below grade on all sides.

#### **Sec. 17.3-34.3. - Specific standards.**

In all special flood hazard areas where base flood elevations have been provided in the Flood Insurance Study or generated according section 17.3-33.1(A), the following provisions shall apply:

- A. Residential construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor, including basement, elevated at or above the design flood elevation.
- B. Non-residential construction. New construction or substantial improvement of any commercial, industrial, or non-residential building (or manufactured home) shall have the lowest floor, including basement, elevated at or above the design flood elevation. Buildings located in all A1—30 and AE Zones may be floodproofed in lieu of being elevated provided that all areas of the building components below the design flood elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied.
- C. Buildings with enclosed spaces below the design flood elevation. Enclosed areas, of new construction or substantially improved structures, which are below the design flood

protection elevation shall:

1. Not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator);
2. Be constructed entirely of flood resistant materials below the design flood elevation;
3. In the Coastal High Hazard District, follow the standards for elevation outlined in section 17.3-34.8; and
4. Include, in Zones A, AE, and A1—30, measures to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet all of the following minimum design criteria:
  - a. Provide a minimum of two (2) openings on different sides of each enclosed area subject to flooding.
  - b. The total net area of all openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding or the flood openings shall be engineered flood openings that are designed and certified by a licensed professional engineer to automatically allow entry and exit of floodwaters; the certification requirement may be satisfied by an individual certification or issuance of an Evaluation Report by the ICC Evaluation Service, Inc.
  - c. If a building has more than one (1) enclosed area, each area must have openings to allow floodwaters to automatically enter and exit.
  - d. The bottom of all required openings shall be no higher than one (1) foot above the adjacent grade.
  - e. Openings may be equipped with screens, louvers, or other opening coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
  - f. Foundation enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires openings as outlined above.

D. Manufactured homes and recreational vehicles.

1. All manufactured homes placed, or substantially improved, on individual lots or parcels, in expansions to existing manufactured home parks or subdivisions, in a new manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, must meet all the requirements for new construction, including the elevation and anchoring requirements in section 17.3-34.2(B) and (C), and section 17.3-34.3(A).
2. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision in which a manufactured home has not incurred substantial damage as the result of a flood shall be elevated so that:
  - a. The lowest floor of the manufactured home is elevated no lower than design flood elevation; and
  - b. The manufactured home must be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement;
3. All recreational vehicles placed on sites must either:
  - a. Be on the site for fewer than one hundred eighty (180) consecutive days;
  - b. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only

- by quick disconnect type utilities and security devices and has no permanently attached additions); or
- c. Meet all the requirements for manufactured homes in section 17.3-34.3(D).

...

#### **Sec. 17.3-34.8. - Standards for the Coastal High Hazard District.**

The following provisions shall apply within the Coastal High Hazard District:

- A. All new construction and substantial improvements in Zones V1—V30 and VE (V if base flood elevation is available) shall be elevated on pilings or columns so that:
  - 1. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the design flood elevation; and
  - 2. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one-percent chance of being equaled or exceeded in any given year (one-percent annual chance).

...

#### **Sec. 17.3-34.9. – Standards for Other Flood Areas**

The following provisions shall apply in areas identified as X (Shaded) or X500 on the city's FIRM:

- A. All new construction as of September 10, 2014 shall have the lowest floor, including basement, elevated or flood-proofed to one and one-half (1.5) feet above the highest grade immediately adjacent to the structure.

#### **Sec. 17.3-35. - Variances.**

...

# ZOA 143-2014

## Flood Zone Amendments



City Council  
September 10, 2014

*Hampton*  
VIRGINIA

### Why have a flood zone ordinance?

- National Flood Insurance Act of 1968
- NFIP Administered by FEMA
- NFIP provides federally backed insurance
- Goal of reducing damage from floods
- Agreement between community and FEMA
- Participation requires a local flood zone ordinance



City Council

September 10, 2014



## Hampton flood zone ordinance

- Adopted 1974
- Last revised 2011
- Flood Insurance Rate Map (FIRM)
- Zoning requirements
  - New Construction
  - Substantial Improvements
  - Substantial Damage



City Council

September 10, 2014

## Community Rating System (CRS)

- Community exceeds minimum NFIP requirements
  - Voluntary program
- Community-wide discounts
  - 10% in Hampton
- Hampton joined in 2011
- Proposed flood zone amendments
  - Increase community-wide discounts
  - Protect Hampton properties for years to come

City Council

September 10, 2014

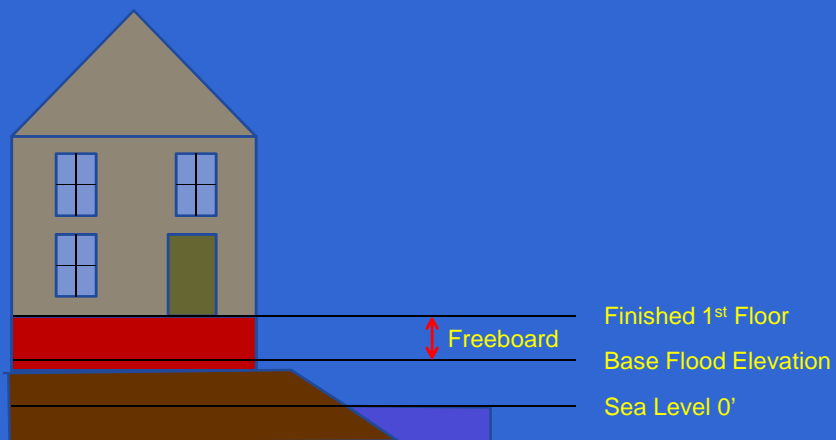
## Freeboard – What is it?

- A factor of safety expressed in feet above a flood level for purposes of floodplain management
  - Constructing buildings at a higher elevation than minimally required by NFIP
- Compensates for unknown factors that contribute to flood heights
  - Sea level rise
  - Land subsidence
  - Flood modeling uncertainties

City Council

September 10, 2014

## Freeboard – What is it?



City Council

September 10, 2014

## Freeboard– Proposed amendment

- Increase freeboard from 1 foot to 3 feet
  - Only applies to properties in the flood zone

Chesapeake	Newport News	Norfolk	Poquoson	Portsmouth	Suffolk	Virginia Beach	York County
1.5'	1'	3'	1'	1.5'	0'	2'	1.5'

City Council

September 10, 2014

## Freeboard – Pros & Cons

- Pros
  - Increases CRS points for Hampton
  - Decreased flood insurance premiums for homeowners
  - Elevated homes less likely to be flooded
  - Competitive advantage
- Cons
  - Increased construction costs
    - New construction
    - Substantial damage
    - Substantial improvements
  - Approx. \$3,600 increase for 1,500 SF footprint
    - 1 story – 1,500 SF house
    - 2 story – 3,000 SF house

City Council

September 10, 2014

## Areas of Moderate Risk (X500)

- Properties with 0.2% annual risk of flooding
- Also known as “X Shaded,” “500 year flood” or “B” zone (old maps)
- Not considered a “Special Flood Hazard Area” by FEMA
- No current requirements in Hampton
- Not a base NFIP requirement

City Council

September 10, 2014

## X500 Areas– Proposed amendment

- Require **1.5'** elevation or flood proofing for all new construction
  - Only applies to properties in the X500 flood zone

Chesapeake	Newport News	Norfolk	Poquoson	Portsmouth	Suffolk	Virginia Beach	York County
0'	0'	1.5'	0'	0'	0'	0'	0'

City Council

September 10, 2014

## X500 Areas – Pros & Cons

- Pros

- Increases CRS points for Hampton
- Decreased flood insurance premiums for homeowners
- Elevated homes less likely to be flooded
- Competitive advantage
- Protects owners from future map amendments

- Cons

- Increased construction costs
  - New construction

City Council

September 10, 2014

## Subgrade Crawl Spaces—Proposed Amendment

- Also known as basements
- Only applies to properties in the special flood hazard area (AE & VE zones)
- Few to no basements proposed in Hampton in the past few years

City Council

September 10, 2014

## Subgrade Crawl Spaces– Proposed amendment

- Prohibit basements in the AE & VE zone

Chesapeake	Newport News	Norfolk	Poquoson	Portsmouth	Suffolk	Virginia Beach	York County
No	No	Yes	No	No	No	No	No

City Council

September 10, 2014

## Impacts to Current Property Owners

- Current Language
  - Substantial Improvements - Elevate house to 1' above base flood elevation
  - Substantial Damage - Elevate house to 1' above base flood elevation
  - New house in SFHA – Elevate house to 1' above base flood elevation
  - New house in X500 – No flood standards
- Proposed Language
  - Substantial Improvements - Elevate house to **3'** above base flood elevation
  - Substantial Damage - Elevate house to **3'** above base flood elevation
  - New house in SFHA – Elevate house to **3'** above base flood elevation
  - New house in X500 – Elevate house **1.5'** above grade
  - Basements will now be prohibited in the SFHA

City Council

September 10, 2014

## Timeline

---

Zoning Ordinance Advisory Committee	Complete
Peninsula Homebuilders Association	Complete
Virginia Peninsula Association of Realtors	Complete
Planning Commission Briefing	Complete
Planning Commission Action	Complete
City Council Briefing	Complete
City Council Action	In Progress

City Council

September 10, 2014

## Staff Recommendation

---

Adopt ZOA 143-2014

City Council

September 10, 2014

1 Ordinance To Amend And Re-Enact Chapter 2 And Chapter 17.3 Of The Zoning  
2 Ordinance Of The City Of Hampton, Virginia Entitled “Definitions” and “Flood Zone  
3 District” By Amending Sections 2.1-2 And Sections 17.3-31.2, 17.3-32, 17.3-33.1, 17.3-  
4 33.2, 17.3-33.3, 17.3-34.1, 17.3-34.2, 17.3-34.3, 17.3-34.8, And Adding A New Section 17.3-  
5 34.9 Pertaining To The Regulation Of New And Substantially Improved Structures  
6 Located In Areas Vulnerable To Flood Events, As Identified In The Federal Insurance  
7 Rate Map.

8  
9 **Whereas**, the public necessity, convenience, general welfare and good zoning practice so  
10 require;

11  
12 **BE IT ORDAINED** by the Council of the City of Hampton, Virginia that chapter 2 and chapter  
13 17.3 of the Zoning Ordinance of the City of Hampton, Virginia, be amended and re-enacted as  
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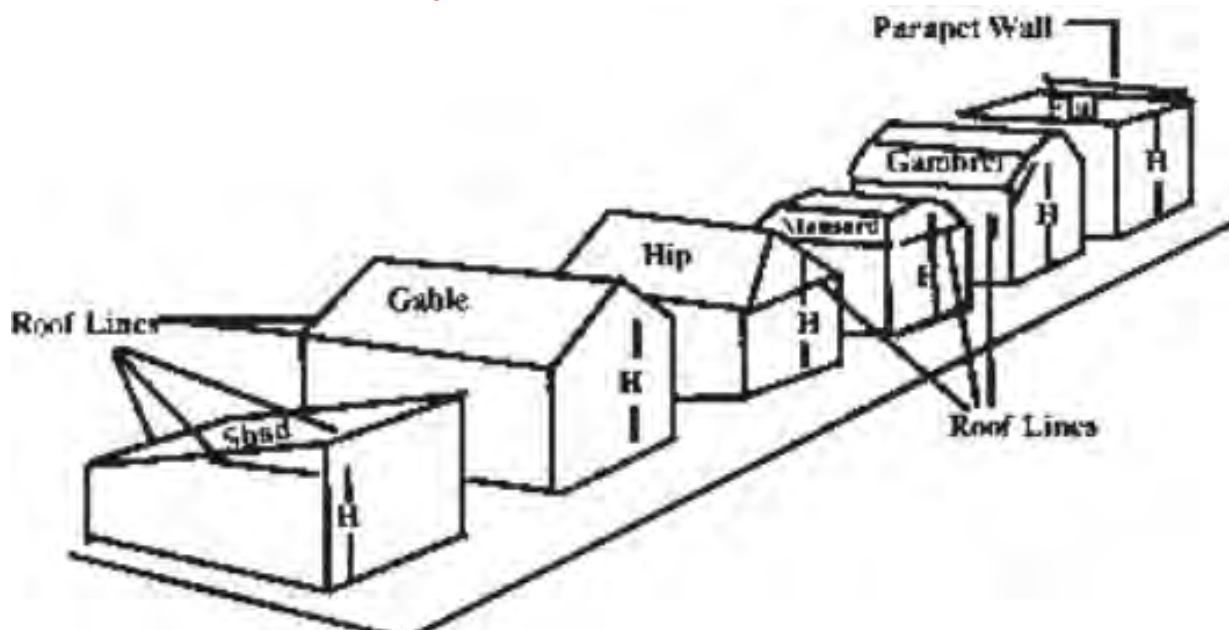
15  
16 **CHAPTER 2.1 – DEFINITIONS**

17  
18 **Sec. 2.1-2 – Definitions**

19  
20 ...

21  
22 **Building height.** The vertical distance, measured from the final surveyed grade at the time of  
23 building permit issuance to (a) the highest point of the roof surface, if a flat roof; (b) to the deck  
24 line of a mansard roof; and (c) to the mean height level between eaves and ridge for a gable,  
25 hip, or gambrel roof, as diagrammed below. If built on a terrace, the allowable building height  
26 may be increased by the height of the terrace, but this increase shall not exceed five (5) feet.

27 *For principal structures subject to the provisions of Chapter 17.3, Article V, the vertical distance*  
28 *shall be measured from the design flood elevation.*





...

## CHAPTER 17.3 - SPECIAL PUBLIC INTEREST (SPI) DISTRICTS

...

### ARTICLE V. - FZD—FLOOD ZONE DISTRICT

#### Sec. 17.3-31. - General provisions.

##### Sec. 17.3-31.1. - Authority and purpose.

...

##### Sec. 17.3-31.2. - Applicability.

These provisions shall apply to all lands within the jurisdiction of the City of Hampton (city) and identified as being in the one hundred (100) year floodplain by the Federal Insurance Administration, *and Other Flood Areas as defined within.*  
(Amended 6-8-2011)

...

##### Sec. 17.3-32. - Definitions.

For purposes of this article V, the following definitions shall apply:

...

*Design Flood Elevation (DFE). The base flood elevation plus the freeboard required by this chapter.*

...

~~Elevated building. A non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, or columns (posts and piers).~~

...

Flood Insurance Rate Map (FIRM). An official map of a community on which FEMA has delineated both the special *flood* hazard areas and the risk premium zones *Other Flood Areas* applicable to the community.

...

~~Flood protection elevation. The base flood elevation plus one (1) foot of freeboard. Freeboard is a factor of safety that compensates for uncertainty in factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.~~

...

*Freeboard. A factor of safety usually expressed in feet above a flood level for purposes of floodplain management, which shall be measured as the vertical distance between the base flood elevation and the local minimum required lowest elevation. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization in the watershed. When a freeboard is included in the height of a structure, the flood insurance premiums may be less expensive.*

...

*Other Flood Areas: Those areas identified as X (Shaded) or X500 on the FIRM for which there is a one-fifth percent (0.2%) annual chance of flooding.*

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1. The Floodway District is delineated, for purposes of this ordinance, using the criterion that certain areas within the floodplain must be capable of carrying the waters of the one hundred (100) year flood without increasing the water surface elevation of that flood more than one (1) foot at any point. The areas included in this district are specifically defined in Table 5 of the above-referenced Flood Insurance Study and shown on the accompanying Flood Insurance Rate Map.

2. The Special Floodplain District shall be those areas identified as an AE Zone on the maps accompanying the FIS for which one hundred (100) year flood elevations have been provided.
3. The Approximated Floodplain District shall be those areas identified as an A Zone on the maps accompanying the FIS. In these zones, no detailed flood profiles or elevations are provided, but the one hundred (100) year floodplain boundary has been approximated. Base flood elevations in this district must be developed by a certified professional engineer or certified land surveyor authorized to do business in the Commonwealth of Virginia, through detailed hydrologic and hydraulic analysis, using methodologies comparable to those found in a flood insurance study (FIS) analysis.
4. The Coastal Floodplain District shall be those areas identified as coastal AE or A1—30 Zones on the maps accompanying the FIS. Flood elevations are provided in these tidal floodplains; however, floodway data is not applicable.
5. The Coastal High Hazard District shall be those areas identified as V1—V30, VE, or V Zones on the maps accompanying the FIS.
6. *Other Flood Areas shall be those areas identified as X (Shaded) or X500 on the FIRM for which there is a one-fifth percent (0.2%) annual chance of flooding.*

...

#### **Sec. 17.3-33.2. - Official zoning map.**

~~The boundaries of the special flood hazard area and floodplain districts are established as shown on the Flood Insurance Rate Map, the Flood Insurance Study and any local flood hazard maps which are declared to be a part of this article and which shall be kept on file at the office of the zoning administrator.~~  
(Amended 6-8-2011)

*The boundaries of the Special Flood Hazard Areas and Other Flood Areas shall be designated by the Flood Insurance Study (FIS) issued by FEMA and shown on the city's Flood Insurance Rate Map (FIRM) dated August 16, 2011, as amended. This map, as amended, is declared to be part of this ordinance and shall be kept on file in the offices of the Building Official and of the Zoning Administrator. The components of the Special Flood Hazard Areas shall be:*

- A. *Coastal High Hazard District (VE)*
- B. *Special Flood Hazard Area (AE, A and AO)*

*The components of Other Flood Areas shall be:*

- A *Other Flood Areas (X500 or X (Shaded))*

...

159  
160 **Sec. 17.3-34. - District provisions.**  
161

162 Sec. 17.3-34.1. - Permit and application requirements.  
163

- 164 A. Permit requirement. All uses, activities, and development occurring within any  
165 *special* floodplain district *and Other Flood Areas* shall be undertaken only upon  
166 the issuance of a zoning permit, land disturbance permit, or building permit. Such  
167 development shall be undertaken only in strict compliance with the provisions of  
168 this article, the Virginia Uniform Statewide Building Code (VA USBC), and all  
169 other applicable codes and ordinances, as amended. Prior to the issuance of any  
170 such permit, the zoning administrator shall require all applications to include  
171 compliance with all applicable state and federal laws.
- 172 B. Site plans and *building* permit applications. All *site plan and building permit*  
173 applications ~~for development within any floodplain district and all building permits~~  
174 ~~issued for the floodplain~~ *Special Flood Hazard Area or Other Flood Area* shall  
175 incorporate the following information:
- 176 1. The elevation of the base flood at the site.
  - 177 2. ~~For structures to be elevated, the~~ *For structures to be elevated, the* elevation of the lowest floor (including  
178 basement) *or, in VE zones, the lowest horizontal structural member of the*  
179 *lowest floor.*
  - 180 3. For structures to be floodproofed (non-residential only), the elevation to  
181 which the structure will be floodproofed.
  - 182 4. *Topographic information showing existing and proposed ground*  
183 *elevations.*

184  
185 **Sec. 17.3-34.2. - General standards.**  
186

187 In all special flood hazard areas the following provisions shall apply:  
188

- 189 *A. The freeboard shall be three (3) feet. The freeboard, in addition to the base flood*  
190 *elevation, shall constitute the design flood elevation.*
- 191 ~~A~~*B.* New construction and substantial improvements shall be according to the VA  
192 USBC, and anchored to prevent flotation, collapse or lateral movement of the  
193 structure.
- 194 ~~B~~*C.* Manufactured homes shall be anchored to prevent flotation, collapse, or lateral  
195 movement. Methods of anchoring may include, but are not limited to, use of over-  
196 the-top or frame ties to ground anchors. This standard shall be in addition to and  
197 consistent with applicable state requirements for resisting wind forces.
- 198 ~~C~~*D.* New construction and substantial improvements shall be constructed with  
199 materials and utility equipment resistant to flood damage.
- 200 ~~D~~*E.* New construction or substantial improvements shall be constructed by methods  
201 and practices that minimize flood damage.

~~E.F.~~ Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including ductwork, shall be: ~~elevated to or above the flood protection elevation, or shall be designed to prevent water from entering or accumulating within the components during conditions of flooding to a level no lower than one (1) foot above the base flood elevation.~~

1. *Elevated and installed at or above the design flood elevation; or*
2. *Designed so as to prevent water from entering or accumulating within the components during conditions of flooding to a level no lower than the design flood elevation.*

~~F.G.~~ New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

~~G.H.~~ New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

~~H.I.~~ On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

~~I.J.~~ Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this article shall meet the requirements of "new construction" as contained in this article.

~~J.K.~~ Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this article, shall be undertaken only if said non-conformity is not furthered, extended, or replaced.

~~K.L.~~ Prior to any proposed alteration or relocation of any channels or of any watercourse, stream, etc., within this jurisdiction a permit shall be obtained from the U.S. Corps of Engineers, the Virginia Department of Environmental Quality, and the Virginia Marine Resources Commission (a joint permit application is available from any of these organizations). Furthermore, notification of the proposal shall be given by the applicant to all affected adjacent jurisdictions, the Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management) and the Federal Insurance Administration.

~~L.M.~~ The flood carrying capacity within an altered or relocated portion of any watercourse shall be maintained.

*N. For residential construction, the lowest floor shall not be below grade on all sides.*

#### **Sec. 17.3-34.3. - Specific standards.**

In all special flood hazard areas where base flood elevations have been provided in the Flood Insurance Study or generated according section 17.3-33.1(A), the following provisions shall apply:

- A. Residential construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor,

including basement, elevated ~~no lower than one (1) foot above the base~~ *at or above the design* flood elevation.

- B. Non-residential construction. New construction or substantial improvement of any commercial, industrial, or non-residential building (or manufactured home) shall have the lowest floor, including basement, elevated ~~to no lower than one (1) foot above the base~~ *at or above the design* flood elevation. Buildings located in all A1—30 and AE Zones may be floodproofed in lieu of being elevated provided that all areas of the building components below the *design flood* elevation ~~corresponding to the BFE plus two (2) feet~~ are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied.

- C. ~~Elevated buildings.~~ *Buildings with enclosed spaces below the design flood elevation.* Enclosed areas, of new construction or substantially improved structures, which are below the ~~regulatory~~ *design* flood protection elevation shall:

1. Not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator);
2. Be constructed entirely of flood resistant materials below the ~~regulatory~~ *design* flood protection elevation;
3. In the Coastal High Hazard District, follow the standards for elevation outlined in section 17.3-34.8; and
4. Include, in Zones A, AE, and A1—30, measures to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet all of the following minimum design criteria:
  - a. Provide a minimum of two (2) openings on different sides of each enclosed area subject to flooding.
  - b. The total net area of all openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding or the flood openings shall be engineered flood openings that are designed and certified by a licensed professional engineer to automatically allow entry and exit of floodwaters; the certification requirement may be satisfied by an individual certification or issuance of an Evaluation Report by the ICC Evaluation Service, Inc.
  - c. If a building has more than one (1) enclosed area, each area must have openings to allow floodwaters to automatically enter and exit.

- d. The bottom of all required openings shall be no higher than one (1) foot above the adjacent grade.
- e. Openings may be equipped with screens, louvers, or other opening coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
- f. Foundation enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires openings as outlined above.
- D. Manufactured homes and recreational vehicles.
1. All manufactured homes placed, or substantially improved, on individual lots or parcels, in expansions to existing manufactured home parks or subdivisions, in a new manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, must meet all the requirements for new construction, including the elevation and anchoring requirements in section 17.3-34.2(A~~B~~) and (~~B~~C), and section 17.3-34.3(A).
  2. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision in which a manufactured home has not incurred substantial damage as the result of a flood shall be elevated so that:
    - a. The lowest floor of the manufactured home is elevated no lower than ~~one (1) foot above the base~~ **design** flood elevation; and
    - b. The manufactured home must be securely anchored to the adequately anchored foundation system to resist flotation, collapse and lateral movement;
  3. All recreational vehicles placed on sites must either:
    - a. Be on the site for fewer than one hundred eighty (180) consecutive days;
    - b. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions); or
    - c. Meet all the requirements for manufactured homes in section 17.3-34.3(D).

...

#### **Sec. 17.3-34.8. - Standards for the Coastal High Hazard District.**

The following provisions shall apply within the Coastal High Hazard District:

A. All new construction and substantial improvements in Zones V1—V30 and VE (V if base flood elevation is available) shall be elevated on pilings or columns so that:

1. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the ~~base~~ *design* flood elevation ~~plus one (1) foot~~; and
2. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one-percent chance of being equaled or exceeded in any given year (one-percent annual chance).

***Sec. 17.3-34.9. – Standards for Other Flood Areas***

*The following provisions shall apply in areas identified as X (Shaded) or X500 on the city's FIRM:*

- A. *All new construction as of September 10, 2014 shall have the lowest floor, including basement, elevated or flood-proofed to one and one-half (1.5) feet above the highest grade immediately adjacent to the structure.*

**Sec. 17.3-35. - Variances.**



**AT A PUBLIC HEARING AND REGULAR MEETING OF THE HAMPTON PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, CITY HALL, HAMPTON, VIRGINIA ON THURSDAY, AUGUST 7, 2014 AT 3:30 P.M.**

- WHEREAS:** the Hampton Planning Commission has before it this day ZOA 143-2014, a proposed ordinance to amend and re-enact chapter 2.1 of the Zoning Ordinance of the City of Hampton, Virginia entitled "Definitions" by amending section 2.1-2 pertaining to the definition of height, chapter 17.3, article V of the Zoning Ordinance of the City of Hampton, Virginia entitled "Flood Zone District" by amending sections 17.3-31.2, 17.3-32, 17.3-33.1, 17.3-33.2, 17.3-33.3, 17.3-34.1, 17.3-34.2, 17.3-34.3, 17.3-34.8, and adding a new section 17.3-34.9 pertaining to construction requirements for new construction and substantial improvements for properties located within flood zone districts;
- WHEREAS:** on the recommendation of the Hampton Waterways Committee, city staff has looked into increasing the height of the required freeboard and amending other provisions of the flood zone ordinance related to reducing the potential for future flood damage for properties in Hampton;
- WHEREAS:** approval of this amendment would revise how the height of a structure is measured so as not to penalize properties located in the special flood hazard area that are required to be elevated by the zoning ordinance;
- WHEREAS:** it would amend the boundaries of the district to include areas identified as X (Shaded) on the Flood Insurance Rate Map;
- WHEREAS:** it would add a new definition of "design flood elevation", which is the base flood elevation identified on the Flood Insurance Rate Map plus the freeboard requirement;
- WHEREAS:** it would increase the freeboard height of new construction, substantial damage, and substantial improvements in the special flood hazard area from one (1) foot to three (3) feet;
- WHEREAS:** it would prohibit the construction of basements in the special flood hazard area;
- WHEREAS:** it would require new construction in areas identified as X (Shaded) to be constructed or flood-proofed to one and one half (1.5) feet above grade;
- WHEREAS:** this item has been presented to the Zoning Ordinance Advisory Committee, the Peninsula Homebuilders Association, and the Virginia Peninsula Association of Realtors; and

**WHEREAS:** there were no speakers at the public hearing for this item.

**NOW, THEREFORE,** on a motion by Commissioner McCloud and seconded by Commissioner Campbell,

**BE IT RESOLVED** that the Hampton Planning Commission recommends approval to City Council of the ordinance amendment to Chapters 2.1 and 17.3, Article V of the Zoning Ordinance.

A roll call vote on the motion resulted as follows:

AYES:	Campbell, McCloud, Southall, Sneed, LaRue
NAYS:	None
ABST:	None
ABSENT:	Williams, Bunting

**A COPY; TESTE:**

  
Terry P. O'Neill  
Secretary to Commission



City of Hampton, VA

Agenda Review

File Number: 14-0372

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0372

Request Number: R-2014-00399

File Type: Ordinance - Zoning Text

Department: Planning

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Alison Alexander

Phone:

Requestor:

Phone:

Presenter: Mike Hayes, Senior City Planner

Phone: 728.5244

Title: **Zoning Ordinance Amendment 147-2014: by the City of Hampton VA to Amend and Reenact Chapter 19 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Article III Entitled, "Parking Credits" to Add a New Section 19-9 Pertaining to Parking Exemptions and Reductions in the SPI-IH Infill Housing District.**

Action Requested: **Approve Zoning Ordinance Amendment No. 147-2014.**

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Redline  
Staff Report  
Resolution

Date  
9/4/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

This is an amendment to Chapter 19 of the Zoning Ordinance related to parking requirements of residential development on substandard lots.

Substandard Lots are defined in Chapter 2.1 of the Zoning Ordinance to include:

"A lot that does not meet the dimensional standards of the zoning district in which it is located, but met the requirements in effect at the time the lot was recorded".

The current ordinance requires a minimum of 2 parking spaces per housekeeping unit.

Approval of this amendment would reduce the number of required parking spaces to one space per housekeeping unit for residential development on substandard lots in the R-8, R-9, R-11, and R-13 zoning districts that have a lot frontage of less than 40 feet.

Planning Commission recommends approval.

LEGISLATION TEXT:

**Whereas**, the public necessity, convenience, general welfare and good zoning practice so require;

**BE IT ORDAINED** by the Council of the City of Hampton, Virginia that chapter 19 of the Zoning Ordinance of the City of Hampton, Virginia, be amended and re-enacted as follows:

**ARTICLE III. – Parking credits, exemptions and reductions.**

**Sec. 19-8. Parking credits.**

...

**Sec. 19-9. Parking exemptions and reductions.**

*To recognize the unique character of established urban neighborhoods and the provision of alternative parking options nearby, the following zoning districts shall have parking requirements exempted or reduced.*

*(1) SPI-IH – Infill Housing.*

*Residential development on substandard lots, as set forth in Chapter 17.3 Article XVI of the Zoning Ordinance, shall be permitted a reduction from the parking requirements of article 1 herein to one (1) space per housekeeping unit when the lot frontage is less than forty (40) feet.*

1 **Ordinance to Amend and Reenact Chapter 19 of the Zoning Ordinance of the City of**  
2 **Hampton, Virginia by Amending Article III Entitled, “Parking Credits” to Add a New**  
3 **Section 19-9 Pertaining to Parking Exemptions and Reductions In the SPI-IH Infill**  
4 **Housing District.**

5  
6 **Whereas**, the public necessity, convenience, general welfare and good zoning practice so  
7 require;

8  
9 **BE IT ORDAINED** by the Council of the City of Hampton, Virginia that chapter 19 of the Zoning  
10 Ordinance of the City of Hampton, Virginia, be amended and re-enacted as follows:  
11

12 **ARTICLE III. – Parking credits, *exemptions and reductions*.**

13  
14 **Sec. 19-8. Parking credits.**

15 ...

16  
17 ***Sec. 19-9. Parking exemptions and reductions.***

18 *To recognize the unique character of established urban neighborhoods and the provision of*  
19 *alternative parking options nearby, the following zoning districts shall have parking requirements*  
20 *exempted or reduced.*

21 *(1) SPI-IH – Infill Housing.*

22 *Residential development on substandard lots, as set forth in Chapter 17.3*  
23 *Article XVI of the Zoning Ordinance, shall be permitted a reduction from*  
24 *the parking requirements of article 1 herein to one (1) space per*  
25 *housekeeping unit when the lot frontage is less than forty (40) feet.*

26

## STAFF EVALUATION

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To: Planning Commission

Prepared By: Mike Hayes, AICP

728-5244

Reviewed By: Keith Cannady, AICP

728-5239

Sharon McSmith, CAP

728-5240

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Case: ZOA 142, 147, 153- 2014 Substandard Lots

Date: August 7, 2014

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### General Information

#### *Description*

The purpose of the proposed amendments is to resolve the legal risk associated with the current substandard lot provision while creating new conditions to increase neighborhood compatibility for in-fill development on any existing substandard lot. The current ordinance language directs substandard lots to be merged with adjacent parcel(s) if they are or have been in common ownership with those adjacent parcel(s) since January 12, 1989.

Staff is proposing the following changes to the zoning ordinance:

Adjustments to setback regulations:

- Construction of homes would be required to be built at a depth equal to the average of existing single family development within three hundred feet (the typical length of a block) in either direction and on the same side of the street.

Green area requirement:

- 50% of the front yard must be green area

Garage location:

- If a garage is built, it must be at least 18 inches behind the front of the house

Building height:

- No home may be taller than two stories and/or 25 feet tall

Parking:

- For lots less than 40' wide, a reduction to one required parking space would be allowed

These changes would only apply to substandard lots with a base zoning district of R-8, R-9, R-11, or R-13.

In addition to the aforementioned changes, the zoning ordinance amendments propose one administrative exception. In the rare case that the development meets the height and setback requirements but cannot meet the minimum dwelling size requirement, a reduction in dwelling size would be allowed, provided that the maximum possible building size is achieved. As an example, if the base zoning district requires a home to be a minimum of 1,700 square feet, but between the setback requirements and the two story height limit create a buildable area of only 1,500 square feet, the home, if constructed, must have 1,500 square feet of dwelling area.

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#### *Plans and Policies*

The Hampton Community Plan (2006, as amended) has objectives and policies directly related to the proposed changes.

Land Use and Community Design Objectives (p. LU-3)

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- 
- Promote the efficient use of land. Recognize land as a limited resource.
  - Be responsive to market and demographic trends and opportunities.
  - Protect community appearance, character, and design.
  - Protect real property values.

The specific policy recommendations include:

LU-CD 7: Safeguard the integrity of existing residential neighborhoods. (p.LU-17)

LU-CD 11: Promote high quality design and site planning that is compatible with surrounding development. (p. LU-17)

LU-CD 12: Encourage building design and site planning that enhances community interaction and personal safety. (p. LU-17)

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*Existing Regulations*

Current regulations require contiguous substandard lots which have been in common ownership at any point since January 12, 1989 to be merged. Meaning, under the current ordinance, certain legally platted lots may not be built upon. This provision places the City in a high level of legal risk.

Those substandard lots which have not been in common ownership at any point since January 12, 1989 may be built upon. Development of such lots must follow the requirements of the base zoning district.

Recognizing that the typical single family base zoning districts in Hampton (R-8, R-9, R-11, and R-13) dwelling size requirements are incompatible with the Greater Wythe neighborhood, Special Public Interest – Infill Housing (SPI-IH) was developed as an overlay district. SPI-IH sets forth a process for approval by the Board of Zoning Appeals for a reduction in dwelling size based upon the average size of neighboring homes in exchange for a higher level of architectural design.

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*Alternatives Analysis*

- A) Make no changes, leaving the City at a high level of legal risk. The consequences of which greatly increased July 1, 2014. The City could continue to explore additional alternatives, such as the use of a plans book and use permit process, but this would likely leave various neighborhoods open to wholly incompatible development of substandard lots in separate ownership since January 12, 1989. It would likely take a year if not longer to develop and adopt a more detailed measure.
  - B) Strike the language requiring the merging of lots but make no other changes. This would alleviate the legal risk but provides no additional development standards to generate more compatible development on existing substandard lots. All minimum setback, parking, and dwelling size standards would remain the same. The City could continue to explore additional alternatives, such as the use of a plans book and use permit process, but this would likely leave various neighborhoods open to wholly incompatible development for a year if
-

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not longer.

- C) Strike through the language requiring the merging of lots and make additional amendments to provide a basic set of development standards to create more compatible infill development on existing substandard lots. The new standards would incorporate setback, building height, dwelling size, front yard green area and parking requirements based upon the lot size and neighboring development. The City could continue to explore additional alternatives, such as the use of a plans book and use permit process, while having somewhat tailored and legal dimensional standards in place.
- 

### *Analysis*

Between the legal issues with forcing the merger of legally subdivided lots and changes to State legislation which took effect on July 1, 2014, the City of Hampton is at significant legal risk. The current provision found in Chapter 1 of the Zoning Ordinance requires the merger of contiguous substandard lots, lots not meeting the minimum dimensional requirements of the zoning ordinance, which have been in common ownership at any point since January 12, 1989 to be merged. These are existing lots, which were legally subdivided and may be owned by an individual or more than one entity currently. So long as the lots are not merged, owners are not permitted to build upon them. Furthermore, if one lot is already developed, the other lot may not be developed independently. At the same time, substandard lots that have not been in common ownership with any contiguous lot may be developed.

The proposed amendments have been developed for the purpose of permitting the development of existing single family lots while creating neighborhood sensitive dimensional standards for development on single family lots in the R-8, R-9, R-11, and R-13 One Family Residence Districts.

The changes to Chapter 1, strike the existing forced merger language and replace it with language requiring substandard lots to meet standards as outlined in the Zoning Ordinance. This provides property owners with the opportunity to develop their legally existing lot or lots.

While the proposed changes to Chapter 1 alleviate the legal risk, staff recognizes that development on smaller lots is more sensitive and that the strict application of existing base zoning districts demands development that is often out of context with the existing neighborhood and more likely to be detrimental to the neighborhood if not executed appropriately. To address this issue, staff proposes amending the Special Public Interest – Infill Housing District (SPI-IH) as well as the Parking Chapter of the Zoning Ordinance and applying the provisions to all single family substandard lots with a base zone of R-8, R-9, R-11, and R-13 in the City of Hampton.

In order to facilitate development which better fits Hampton's existing neighborhoods and restrict inappropriate development changes to underlying dimensional standards are proposed:



- In order to ensure that new homes align with the existing neighborhood, the front yard setback becomes a build to line based upon neighboring homes. Meaning, rather than having a 30' minimum setback, the new home must be built to the average setback of the existing homes within 300' in either direction on the same side of the block.
- To ensure that the entire front yard will not be paved, a minimum of 50% of the front yard shall be green area.
- Maintaining eyes on the street and a safe interaction between the front of a house and the street is an important part of neighborhoods and a traditional part of older neighborhoods where most substandard lots are found. To create a safer neighborhood environment garages must be located a minimum of 18" behind the main façade of the house.
- Ensuring that existing neighborhoods are not dwarfed by new construction, the district changes restrict the height of new homes to a maximum of 25' and two stories.
- In some rare instances, once the setback requirements are applied to the property, and the height restriction is in place, it may not be possible for the potential builder to meet the base districts minimum dwelling area requirement. In such cases, the dwelling area would be reduced to meet the largest square footage possible on that lot while meeting the minimum setbacks and height restriction.

The proposed amendments also include a change to the parking requirements found in Chapter 19. Currently, all single family development is required to have a minimum of two off street parking spaces. These spaces can be readily accommodated and fit within the development pattern of the neighborhood on lots 40' or wider. However, in some areas of the city, lots of less than 40' in width exist. In these cases, the lot would be overwhelmed by driveway and the character of the street would be harmed if the two space minimum continues to be enforced. Such development would create less walkable streets and come at odds with the 50% green area requirement in the front yard. In order to promote development that is compatible with the neighborhood, the proposed amendment to Chapter 19 reduces the required number of parking spaces to 1 for single family lots narrower than 40'.

Taken in total, the proposed amendments greatly reduce the City's legal risk, expand opportunities for investment in the city, promote investment on vacant in-fill lots, and promote compatible new development in existing neighborhoods .

**Staff recommends approval of the three Zoning Ordinance Amendments; ZOA 142-2014, ZOA 147-2014, and ZOA 153-2014.**

**AT A PUBLIC HEARING AND REGULAR MEETING OF THE HAMPTON PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, CITY HALL, HAMPTON, VIRGINIA ON THURSDAY, AUGUST 7, 2014 AT 3:30 P.M.**

**WHEREAS:** the Hampton Planning Commission has before it this day ZOA 147-2014, a proposed ordinance to amend and re-enact Chapter 19 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Article III Entitled, "Parking Credits" to Add a New Section 19-9 Pertaining to Parking Exemptions and Reductions in the SPI-IH Infill Housing District;

**WHEREAS:** this proposed amendment is accompanied by ZOA 142-2014 and ZOA153-2014, which pertain to the striking of the forced merger provision and setting standards for infill development on existing substandard lots;

**WHEREAS:** the current standard of two off street parking spaces on lots narrower than 40 feet would necessitate greater than 50 percent of the front yard be consumed by paved parking area;

**WHEREAS:** the proposed amendment would lower the minimum parking space requirement for existing substandard lots narrower than 40 feet to one off street parking space;

**WHEREAS:** the Hampton Community Plan (2006, as amended) sets forth Land Use and Community Design Objectives, including 1) Promote the efficient use of land. Recognize land as a limited resource; 2) Be responsive to market and demographic trends and opportunities; 3) Protect community appearance, character, and design; and 4) Protect real property values;

**WHEREAS:** lots less narrower than 40 feet are typically found in the City of Hampton's older, historic neighborhoods where limiting the amount of paved area in the front yard preserves community appearance and character; and

**WHEREAS:** there was one speaker from the public, who spoke in support of this amendment.

**NOW, THEREFORE,** on a motion by Commissioner McCloud and seconded by Commissioner Sneed,

**BE IT RESOLVED** that the Hampton Planning Commission recommends approval to City Council of the ordinance amendment to Chapter 19 of the Zoning Ordinance.

A roll call vote on the motion resulted as follows:

AYES:	Campbell, McCloud, Southall, Snead, LaRue
NAYS:	None
ABST:	None
ABSENT:	Williams, Bunting

A COPY: TESTE:

  
Terry P. O'Neill  
Secretary to Commission



City of Hampton, VA

Agenda Review

File Number: 14-0373

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0373

Request Number: R-2014-00400

File Type: Ordinance - Zoning Text

Department: Planning

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Alison Alexander

Phone:

Requestor:

Phone:

Presenter: Vanessa Valldejuli, City Attorney

Phone: 728.5172

Title: Ordinance to Amend and Reenact Chapter 18.1 Entitled, "Signs" of the Zoning Ordinance of the City of Hampton, Virginia By Amending Section 18.1-13 Pertaining to Nonconforming Signs.

Action Requested: Approval of the ordinance.

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Redline  
Resolution

Date  
9/4/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

Legal nonconforming uses are those that were lawful at the time of construction but which would not be permitted today under the current zoning ordinance. Many signs exist in the City of Hampton that were legal at the time they were constructed but have since become legal nonconforming uses due to changes in the zoning ordinance over time.

The current zoning ordinance language is vague as to when a damaged nonconforming sign must be brought into conformance with the current zoning regulations. This amendment would clarify that a damaged or destroyed nonconforming sign requiring repairs at a cost of 50% or more of the replacement

cost of the sign must be removed or brought into conformity with this ordinance, i.e., become conforming with the current zoning regulations. By contrast, if the repairs would cost less than 50% of the replacement cost of the sign, the owner may repair the sign and the sign will retain its legal nonconforming status.

This clarification will help the city's zoning officials make determinations as to the status of damaged or destroyed nonconforming signs.

Planning Commission recommends approval.

LEGISLATION TEXT:

**WHEREAS**, the public necessity, convenience, general welfare and good zoning practice so require:

**BE IT ORDAINED** by the City Council of the City of Hampton, Virginia, that Chapter 18.1 of the Zoning Ordinance of the City of Hampton, Virginia be amended and reenacted to read as follows:

**Sec. 18.1-13. Nonconforming signs.**

No nonconforming sign may be enlarged, extended, altered or relocated except as set forth in chapter 21 of this ordinance.

Any damaged or destroyed nonconforming sign requiring repairs at a cost of 50% or more of the replacement cost of the sign shall be removed or brought into conformity with this ordinance. Replacement cost shall be calculated using a substantially similar sign with the same materials as the original sign and shall only include the cost of the supporting structure, foundation, and sign face(s).

1 **Ordinance to Amend and Reenact Chapter 18.1 Entitled, “Signs” of the Zoning Ordinance**  
2 **of the City of Hampton, Virginia By Amending Section 18.1-13 Pertaining to**  
3 **Nonconforming Signs.**

4  
5 **WHEREAS**, the public necessity, convenience, general welfare and good zoning practice so  
6 require:

7  
8 **BE IT ORDAINED** by the City Council of the City of Hampton, Virginia, that Chapter 18.1 of the  
9 Zoning Ordinance of the City of Hampton, Virginia be amended and reenacted to read as  
10 follows:

11  
12 **Sec. 18.1-13. Nonconforming signs.**

13 No nonconforming sign may be enlarged, extended, altered or relocated except as set  
14 forth in chapter 21 of this ordinance.

15  
16 *Any damaged or destroyed nonconforming sign requiring repairs at a cost of 50% or*  
17 *more of the replacement cost of the sign shall be removed or brought into conformity with this*  
18 *ordinance. Replacement cost shall be calculated using a substantially similar sign with the same*  
19 *materials as the original sign and shall only include the cost of the supporting structure,*  
20 *foundation, and sign face(s).*

21  
22 ~~Any damaged or destroyed nonconforming sign requiring repairs valued at fifty (50)~~  
23 ~~percent or more of the current appraised value of the sign face shall be removed or brought into~~  
24 ~~conformity with this ordinance.~~

**AT A PUBLIC HEARING AND REGULAR MEETING OF THE HAMPTON PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, CITY HALL, HAMPTON, VIRGINIA ON THURSDAY, AUGUST 7, 2014 AT 3:30 P.M.**

**WHEREAS:** the Hampton Planning Commission has before it this day ZOA 148-2014, a proposed ordinance to amend and re-enact Chapter 18.1 Entitled, "Signs" of the Zoning Ordinance of the City of Hampton, Virginia By Amending Section 18.1-13 Pertaining to Nonconforming Signs;

**WHEREAS:** the current zoning ordinance language is vague as to when a damaged nonconforming sign must be brought into conformance with the current zoning regulations;

**WHEREAS:** this amendment would clarify that a damaged or destroyed nonconforming sign requiring repairs at a cost of 50% or more of the replacement cost of the sign must be removed or brought into conformity with the ordinance, but if the repairs would cost less than 50% of the replacement cost of the sign, the owner may repair the sign and the sign will retain its legal nonconforming status;

**WHEREAS:** this is a housekeeping amendment necessary to assist the City's zoning officials in making determinations as to the status of damaged or destroyed nonconforming signs; and

**WHEREAS:** there were no speakers from the public.

**NOW, THEREFORE,** on a motion by Commissioner Campbell and seconded by Commissioner Southall,

**BE IT RESOLVED** that the Hampton Planning Commission recommends approval to City Council of the ordinance amendment to Chapter 18.1 of the Zoning Ordinance.

A roll call vote on the motion resulted as follows:

AYES:	Campbell, McCloud, Southall, Sneed, LaRue
NAYS:	None
ABST:	None
ABSENT:	Williams, Bunling

**A COPY: TESTE:**

  
Terry P. O'Neill  
Secretary to Commission





City of Hampton, VA

Agenda Review

File Number: 14-0374

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0374

Request Number: R-2014-00401

File Type: Ordinance - Zoning Text

Department: Planning

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Alison Alexander

Phone:

Requestor:

Phone:

Presenter: Vanessa Valldejuli, City Attorney

Phone: 728.5172

Title: Ordinance to Amend and Reenact Chapter 2.1 Entitled, "Definitions" of the Zoning Ordinance of the City of Hampton, Virginia By Amending Section 2.1-2 Pertaining to Adult Care Residences, Families, and Group Homes.

Action Requested: Approval of the ordinance.

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Redline  
HB 527 (2014)  
Resolutions

Date  
9/4/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

**This is a housekeeping amendment necessary to bring the zoning ordinance into compliance with 2014 changes to the Virginia Code.**

Under certain circumstances, the City of Hampton is required by state law to treat a group home with eight (8) or fewer residents as a single-family home under the zoning ordinance. Those circumstances include:



**Category A:**

A home licensed by the Virginia Department of Behavior Health and Developmental Services where eight (8) or fewer individuals with mental illness, intellectual disability, or developmental disabilities reside; and

**Category B:**

A home licensed by the Virginia Department of Social Services where eight (8) or fewer individuals who are aged, infirm or disabled reside.

This year, the General Assembly amended § 15.2-2291 of the Code of Virginia related to Group Homes in “Category A” above. Previously, “Category A” group homes were required to have a resident staff person or counselor in the home. The General Assembly amended the Virginia Code such that the staff persons could be residents or nonresidents.

This change requires two amendments to the zoning ordinance. This particular amendment would (1) remove the definition of Adult Care Residence because that use is being incorporated into the Group Home use so that the city has one use type that is consistent with the Virginia Code; (2) amend the definition of Family to remove the Adult Care Residence use; and (3) amend the definition of Group Home to comply with the change to the Virginia Code described above.

This amendment is related to ZOA 150-2014, which amends the use table and standards on the uses for Group Home and Adult Care.

Planning Commission recommends approval.

LEGISLATION TEXT:

**WHEREAS**, the public necessity, convenience, general welfare and good zoning practice so require:

**BE IT ORDAINED** by the City Council of the City of Hampton, Virginia, that Section 2.1-2 of Chapter 2.1 of the Zoning Ordinance of the City of Hampton, Virginia be amended and reenacted to read as follows:

**Sec. 2.1-2. Definitions.**

....

**Family.**

An individual living alone in a dwelling unit; or

Any of the following groups of persons living together and sharing living areas in a single dwelling unit:

Two (2) or more persons related by blood, marriage, adoption or approved foster care;

A group of not more than four (4) persons (including servants) who need not be related by blood, marriage, adoption or approved foster care;

Day Care 1;

Group Home 1;

Juvenile Residence 1; or

A group of not more than two (2) adults who need not be related by blood or marriage, and the children of each of the two (2) adults.

....

**Group home.**

A residential facility in which individuals with mental illness, intellectual disability, or developmental disabilities reside, with one or more resident or nonresident staff persons, as residential occupancy by a single family licensed by the Virginia Department of Behavioral Health and Developmental Services. For the purposes of this subsection, mental illness and developmental disability shall not include current illegal use of or addiction to a controlled substance as defined in the Virginia Code, as amended.

This term also includes a residential facility in which aged, infirm or disabled persons reside, with one or more resident counselors or other staff persons, as residential occupancy by a single family licensed by the Virginia Department of Social Services.

Two categories shall be established based on the number of residents and exclusive of resident counselors:

**Group Home 1 (GH1)** – No more than eight (8) residents;

**Group Home 2 (GH2)** – Nine (9) or more residents.

....

1 **Ordinance to Amend and Reenact Chapter 2.1 Entitled, “Definitions” of the Zoning**  
2 **Ordinance of the City of Hampton, Virginia By Amending Section 2.1-2 Pertaining to**  
3 **Adult Care Residences, Families, and Group Homes.**

4  
5 **WHEREAS**, the public necessity, convenience, general welfare and good zoning practice so  
6 require:

7  
8 **BE IT ORDAINED** by the City Council of the City of Hampton, Virginia, that Section 2.1-2 of  
9 Chapter 2.1 of the Zoning Ordinance of the City of Hampton, Virginia be amended and  
10 reenacted to read as follows:

11  
12 **Sec. 2.1-2. Definitions.**

13 . . . .

14 ~~**Adult care residence.** Any residential facility for the maintenance or care of adults. Three (3)~~  
15 ~~categories shall be established based on the number of residents and licensing requirements:~~

16 ~~*Adult Care Residence 1 (ACR1)*—No more than three (3) residents, generally in a single family~~  
17 ~~home, or no more than eight (8) residents in a residential or assisted living facility in which aged,~~  
18 ~~infirm or disabled persons reside with one (1) or more resident counselors or other staff persons~~  
19 ~~and for which the Virginia Department of Social Services is the licensing authority;~~

20 ~~*Adult Care Residence 2 (ACR2)*—No less than four (4) but no more than eight (8) residents and~~  
21 ~~licensed by the Virginia Department of Social Services; and~~

22 ~~*Adult Care Residence 3 (ACR3)*—Nine (9) or more residents and licensed by the Virginia~~  
23 ~~Department of Social Services.~~

24 . . . .

25 **Family.**

26 An individual living alone in a dwelling unit; or

27 Any of the following groups of persons living together and sharing living areas in a single  
28 dwelling unit:

29 Two (2) or more persons related by blood, marriage, adoption or approved foster  
30 care;

31 A group of not more than four (4) persons (including servants) who need not be  
32 related by blood, marriage, adoption or approved foster care;

33 ~~Adult Care Residence 1;~~

34 Day Care 1;

35 Group Home 1;

36 Juvenile Residence 1; or

37 A group of not more than two (2) adults who need not be related by blood or  
38 marriage, and the children of each of the two (2) adults.

....

**Group home.**

*A residential facility in which individuals with mental illness, intellectual disability, or developmental disabilities reside, with one or more resident or nonresident staff persons, as residential occupancy by a single family licensed by the Virginia Department of Behavioral Health and Developmental Services. For the purposes of this subsection, mental illness and developmental disability shall not include current illegal use of or addiction to a controlled substance as defined in the Virginia Code, as amended.*

*This term also includes a residential facility in which aged, infirm or disabled persons reside, with one or more resident counselors or other staff persons, as residential occupancy by a single family licensed by the Virginia Department of Social Services.*

*Two categories shall be established based on the number of residents and exclusive of resident counselors:*

***Group Home 1 (GH1) – No more than eight (8) residents;***

***Group Home 2 (GH2) – Nine (9) or more residents.***

~~A residential facility for mentally ill, mentally retarded or developmentally disabled persons, for which the Virginia Department of Behavioral Health and Developmental Services is the licensing authority. Mental illness and developmental disability does not include the current illegal use of or addiction to a controlled substance, as defined by the Code of Virginia. The term also includes a residential or assisted living facility in which aged, infirm or disabled persons reside with one (1) or more resident counselors or other staff persons and for which the department of social services is the licensing authority. Two (2) categories shall be established based on the number of residents, exclusive of resident counselors:~~

~~*Group Home 1 (GH1) – No more than eight (8) residents; and*~~

~~*Group Home 2 (GH2) – Nine (9) or more residents.*~~

....

# VIRGINIA ACTS OF ASSEMBLY -- 2014 SESSION

## CHAPTER 238

*An Act to amend and reenact § 15.2-2291 of the Code of Virginia, relating to group homes; zoning.*

[H 527]

Approved March 17, 2014

**Be it enacted by the General Assembly of Virginia:**

**1. That § 15.2-2291 of the Code of Virginia is amended and reenacted as follows:**

**§ 15.2-2291. Assisted living facilities and group homes of eight or fewer; single-family residence.**

A. Zoning ordinances for all purposes shall consider a residential facility in which no more than eight individuals with mental illness, intellectual disability, or developmental disabilities reside, with one or more resident ~~counselors~~ or ~~other nonresident~~ staff persons, as residential occupancy by a single family. For the purposes of this subsection, mental illness and developmental disability shall not include current illegal use of or addiction to a controlled substance as defined in § 54.1-3401. No conditions more restrictive than those imposed on residences occupied by persons related by blood, marriage, or adoption shall be imposed on such facility. For purposes of this subsection, "residential facility" means any group home or other residential facility for which the Department of Behavioral Health and Developmental Services is the licensing authority pursuant to this Code.

B. Zoning ordinances for all purposes shall consider a residential facility in which no more than eight aged, infirm or disabled persons reside, with one or more resident counselors or other staff persons, as residential occupancy by a single family. No conditions more restrictive than those imposed on residences occupied by persons related by blood, marriage, or adoption shall be imposed on such facility. For purposes of this subsection, "residential facility" means any assisted living facility or residential facility in which aged, infirm or disabled persons reside with one or more resident counselors or other staff persons and for which the Department of Social Services is the licensing authority pursuant to this Code.

**AT A PUBLIC HEARING AND REGULAR MEETING OF THE HAMPTON PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, CITY HALL, HAMPTON, VIRGINIA ON THURSDAY, AUGUST 7, 2014 AT 3:30 P.M.**

**WHEREAS:** the Hampton Planning Commission has before it this day ZOA 149-2014, a proposed ordinance to amend and re-enact Chapter 2.1 Entitled, "Definitions" of the Zoning Ordinance of the City of Hampton, Virginia By Amending Section 2.1-2 Pertaining to Adult Care Residences, Families, and Group Homes;

**WHEREAS:** in 2014, the General Assembly amended § 15.2-2291 of the Code of Virginia related to Group Homes such that staff persons in certain Group Homes may now be residents or nonresidents, which necessitates complementary changes to the zoning ordinance;

**WHEREAS:** this amendment would remove the definition of Adult Care Residence because that use is being incorporated into the Group Home use, amend the definition of Family to remove the Adult Care Residence use, and amend the definition of Group Home to comply with the change to the Virginia Code described above;

**WHEREAS:** this amendment is being brought forward in connection with ZOA 150-2014; and

**WHEREAS:** there were no speakers from the public;

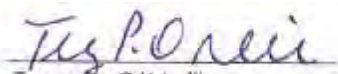
**NOW, THEREFORE,** on a motion by Commissioner McCloud and seconded by Commissioner Southall,

**BE IT RESOLVED** that the Hampton Planning Commission recommends approval to City Council of the ordinance amendment to Chapter 2 of the Zoning Ordinance,

A roll call vote on the motion resulted as follows:

AYES:	Campbell, McCloud, Southall, Snead, LaRue
NAYS:	None
ABST:	None
ABSENT:	Williams, Bunting

**A COPY; TESTE:**



Terry P. O'Neill  
Secretary to Commission



City of Hampton, VA

Agenda Review

File Number: 14-0375

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0375

Request Number: R-2014-00402

File Type: Ordinance - Zoning Text

Department: Planning

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Alison Alexander

Phone:

Requestor:

Phone:

Presenter: Vanessa Valldejuli, City Attorney

Phone: 728.5172

Title: Ordinance to Amend and Reenact Chapter 2 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Sections 2-2 Entitled, "Table of Uses Permitted" and 2-3 Entitled, "Additional Standards on Uses" Pertaining to Development Standards for Adult Care Residences, Group Homes, Juvenile Residences, Orphanages, and Shelters.

Action Requested: Approval of the ordinance.

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: HB 527 (2014)  
Redline  
Redline Use Table  
Clean Use Table  
Resolution

Date  
9/4/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

This is a housekeeping amendment necessary to bring the zoning ordinance into compliance with 2014 changes to the Virginia Code.

Under certain circumstances, the City of Hampton is required by state law to treat a group home with eight (8) or fewer residents as a single-family home under the zoning ordinance. Those circumstances

include:

**Category A:**

A home licensed by the Virginia Department of Behavior Health and Developmental Services where eight (8) or fewer individuals with mental illness, intellectual disability, or developmental disabilities reside; and

**Category B:**

A home licensed by the Virginia Department of Social Services where eight (8) or fewer individuals who are aged, infirm or disabled reside.

This year, the General Assembly amended § 15.2-2291 of the Code of Virginia related to Group Homes in "Category A" above. Previously, "Category A" group homes were required to have a resident staff person or counselor in the home. The General Assembly amended the Virginia Code such that the staff persons could be residents or nonresidents.

This change requires two amendments to the zoning ordinance. This particular amendment would incorporate the Adult Care Residence use into the Group Home use so that the city has one use type that is consistent with the Virginia Code. It would also remove the design standards for the Group Home 2, Juvenile Residence 2 and 3, Orphanage, and Shelter uses. Removing the design standards is necessary to comply with current Virginia law.

This amendment is related to ZOA 149-2014, which amends the definition of Group Home, Adult Care Residences, and Family.

Planning Commission recommends approval.

LEGISLATION TEXT:

**Whereas**, the public necessity, convenience, general welfare and good zoning practice so require;

**BE IT ORDAINED** by the Council of the City of Hampton, Virginia that Sections 2-2 and 2-3 of Chapter 2 of the Zoning Ordinance of the City of Hampton, Virginia, be amended and re-enacted as follows:

**CHAPTER 2 - USES PERMITTED**



**Sec. 2-2. Table of uses permitted.**

[See attached use table for changes.]

**Sec. 2-3. Additional standards on uses.**

The following uses have additional standards:

. . . .

- (8) **Group home 2** in the MD-T, MD-2, MD-3, MD-4, R-M, and SPI-OHR districts, or;  
**Juvenile residence 2** in the R-R, R-LL, R-43, R-33, R-22, R-15, R-13, R-11, R-9, R-8, and R-4 districts, or;  
**Juvenile residence 3** in the MD-T, MD-2, MD-3, MD-4, R-M, and SPI-OHR districts.
  - (a) No facility shall be located within a three-quarter ( $\frac{3}{4}$ ) mile radius of any existing facility of the same type;

. . . .

- (9) **Orphanage** in the R-M, C-1, and RT-1 districts, or;  
**Shelter** in the R-R, R-LL, R-43, R-33, R-22, R-15, R-13, R-11, R-9, R-8, R-4, MD-T, MD-2, MD-3, MD-4, R-M, RT-1, and SPI-OHR districts.
  - (a) No facility shall be located within a two-mile radius of any existing facility of the same type;

. . . .

# VIRGINIA ACTS OF ASSEMBLY -- 2014 SESSION

## CHAPTER 238

*An Act to amend and reenact § 15.2-2291 of the Code of Virginia, relating to group homes; zoning.*

[H 527]

Approved March 17, 2014

**Be it enacted by the General Assembly of Virginia:**

**1. That § 15.2-2291 of the Code of Virginia is amended and reenacted as follows:**

**§ 15.2-2291. Assisted living facilities and group homes of eight or fewer; single-family residence.**

A. Zoning ordinances for all purposes shall consider a residential facility in which no more than eight individuals with mental illness, intellectual disability, or developmental disabilities reside, with one or more resident ~~counselors~~ or ~~other nonresident~~ staff persons, as residential occupancy by a single family. For the purposes of this subsection, mental illness and developmental disability shall not include current illegal use of or addiction to a controlled substance as defined in § 54.1-3401. No conditions more restrictive than those imposed on residences occupied by persons related by blood, marriage, or adoption shall be imposed on such facility. For purposes of this subsection, "residential facility" means any group home or other residential facility for which the Department of Behavioral Health and Developmental Services is the licensing authority pursuant to this Code.

B. Zoning ordinances for all purposes shall consider a residential facility in which no more than eight aged, infirm or disabled persons reside, with one or more resident counselors or other staff persons, as residential occupancy by a single family. No conditions more restrictive than those imposed on residences occupied by persons related by blood, marriage, or adoption shall be imposed on such facility. For purposes of this subsection, "residential facility" means any assisted living facility or residential facility in which aged, infirm or disabled persons reside with one or more resident counselors or other staff persons and for which the Department of Social Services is the licensing authority pursuant to this Code.

**Ordinance to Amend and Reenact Chapter 2 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Sections 2-2 Entitled, "Table of Uses Permitted" and 2-3 Entitled, "Additional Standards on Uses" Pertaining to Development Standards for Adult Care Residences, Group Homes, Juvenile Residences, Orphanages, and Shelters.**

**Whereas**, the public necessity, convenience, general welfare and good zoning practice so require;

**BE IT ORDAINED** by the Council of the City of Hampton, Virginia that Sections 2-2 and 2-3 of Chapter 2 of the Zoning Ordinance of the City of Hampton, Virginia, be amended and re-enacted as follows:

**CHAPTER 2 - USES PERMITTED**

**Sec. 2-2. Table of uses permitted.**

*[See attached use table for changes.]*

**Sec. 2-3. Additional standards on uses.**

The following uses have additional standards:

...

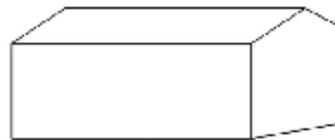
- (8) ~~Adult care residence 2 in the R-R, R-LL, R-43, R-33, R-22, R-15, R-13, R-11, R-9, R-8, and R-4 districts, or;~~  
~~Adult care residence 3 in the MD-T, MD-2, MD-3, MD-4, R-M, and SPI-OHR districts, or;~~  
~~Group home 2 in the MD-T, MD-2, MD-3, MD-4, R-M, and SPI-OHR districts, or;~~  
~~Juvenile residence 2 in the R-R, R-LL, R-43, R-33, R-22, R-15, R-13, R-11, R-9, R-8, and R-4 districts, or;~~  
~~Juvenile residence 3 in the MD-T, MD-2, MD-3, MD-4, R-M, and SPI-OHR districts.~~

- (a) No facility shall be located within a three-quarter ( $\frac{3}{4}$ ) mile radius of any existing facility of the same type;

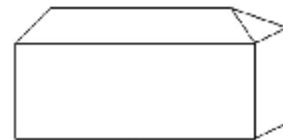
- (b) ~~All new construction shall meet the following design standards:~~

- (i) ~~Architectural standards:~~

- (aa) ~~Only gable and hip style roofs shall be permitted.~~

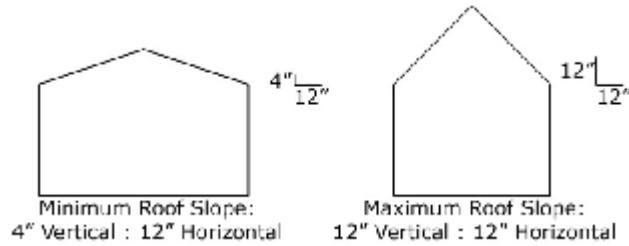


Gable Type

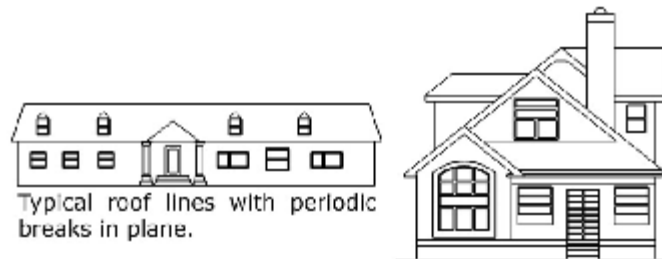


Hip Type

- (bb) ~~Roof pitch shall be a minimum of 1:3, horizontal to vertical, with a maximum of 1:1.~~



- (cc) — ~~Roofs shall be designed with at least one (1) change or break in plane within every 60-foot segment. Vertical roof changes, porch roofs and dormers are examples of acceptable plane changes.~~



- (dd) — ~~Roof materials shall be those typical in residential construction. Existing buildings undergoing expansion shall use materials similar in color, size and texture to the existing roof materials. Standing seam metal roofs shall not be permitted unless required due to the expansion of an existing roof.~~
- (ee) — ~~Building materials to be used for exterior finishes shall be those typical in residential construction. Concrete masonry units, precast concrete panels, vertical-ribbed metal exteriors or highly reflective materials shall not be permitted unless required due to the expansion of an existing building. Existing buildings undergoing expansion shall use materials similar in color, size and texture to the existing building materials.~~
- (ff) — ~~Windows shall cover between 10% and 50% of any exterior wall fronting on an existing or proposed public right-of-way. Existing buildings undergoing expansion shall preserve the existing portion of exterior wall and glazing on any new walls that front on an existing or proposed public right-of-way.~~

(ii) — ~~Green area:~~

- (aa) — ~~At least 10% of the total lot area shall be maintained as green area.~~

- (bb) — ~~A landscape plan that complies with the provisions of the "City of Hampton Landscape Guidelines" shall be reviewed and approved~~

by the director of community development or his designee prior to the issuance of a zoning permit.

....

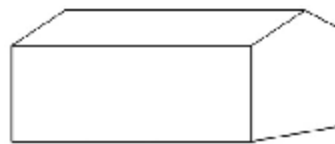
- (9) **Orphanage** in the R-M, C-1, and RT-1 districts, or;  
**Shelter** in the R-R, R-LL, R-43, R-33, R-22, R-15, R-13, R-11, R-9, R-8, R-4, MD-T, MD-2, MD-3, MD-4, R-M, RT-1, and SPI-OHR districts.

(a) No facility shall be located within a two-mile radius of any existing facility of the same type;

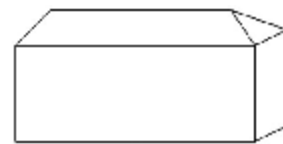
(b) ~~All new construction shall meet the following design standards:~~

(i) ~~Architectural standards:~~

(aa) ~~Only gable and hip style roofs shall be permitted.~~

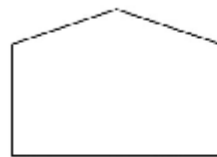


Gable Type

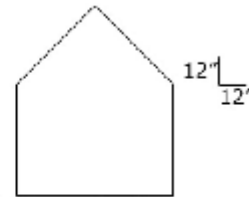


Hip Type

(bb) ~~Roof pitch shall be a minimum of 1:3, horizontal to vertical, with a maximum of 1:1.~~



Minimum Roof Slope:  
4" Vertical : 12" Horizontal



Maximum Roof Slope:  
12" Vertical : 12" Horizontal

(cc) ~~Roofs shall be designed with at least one (1) change or break in plane within every 60-foot segment. Vertical roof changes, porch roofs and dormers are examples of acceptable plane changes.~~



Typical roof lines with periodic breaks in plane.



(dd) ~~Roof materials shall be those typical in residential construction. Existing buildings undergoing expansion shall use materials similar in color, size and texture to the existing roof materials. Standing seam metal roofs shall not be permitted unless required due to the expansion of an existing roof.~~

(ee) ~~Building materials to be used for exterior finishes shall be those typical in residential construction. Concrete masonry~~

92 units, precast concrete panels, vertical-ribbed metal  
93 exteriors or highly reflective materials shall not be  
94 permitted unless required due to the expansion of an  
95 existing building. Existing buildings undergoing expansion  
96 shall use materials similar in color, size and texture to the  
97 existing building materials.

98 (ff) ~~Windows shall cover between 10% and 50% of any~~  
99 ~~exterior wall fronting on an existing or proposed public~~  
100 ~~right-of-way. Existing buildings undergoing expansion shall~~  
101 ~~preserve the existing portion of exterior wall and glazing on~~  
102 ~~any new walls that front on an existing or proposed public~~  
103 ~~right-of-way.~~

104 (ii) ~~Green area:~~

105 (aa) ~~At least 10% of the total lot area shall be maintained as green~~  
106 ~~area.~~

107 (bb) ~~A landscape plan that complies with the provisions of the "City of~~  
108 ~~Hampton Landscape Guidelines" shall be reviewed and approved~~  
109 ~~by the director of community development or his designee prior to~~  
110 ~~the issuance of a zoning permit.~~

111 . . . .

CH. 2, SEC. 2-2, TABLE OF USES PERMITTED - CITY OF HAMPTON ZONING ORDINANCE

Permission Key: P = permitted by-right | UP = use permit | PC = planning commission action | SX = special exception | ZA = zoning administrator permit | blank = not permitted | \* = see additional standards column for reference

[illegible]





[illegible]



excavation, filling, borrow pit operation, extraction, processing or removal of soil	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	UP*	
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Sec. 2-3(35)
Sec. 18.1-11
Sec. 2-3(36)





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Sec. 2-3(30)



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Sec. 2-3(36)

**AT A PUBLIC HEARING AND REGULAR MEETING OF THE HAMPTON PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, CITY HALL, HAMPTON, VIRGINIA ON THURSDAY, AUGUST 7, 2014 AT 3:30 P.M.**

**WHEREAS:** the Hampton Planning Commission has before it this day ZOA 150-2014, a proposed ordinance to amend and re-enact Chapter 2 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Sections 2-2 Entitled, "Table of Uses Permitted" and 2-3 Entitled, "Additional Standards on Uses" Pertaining to Development Standards for Adult Care Residences, Group Homes, Juvenile Residences, Orphanages, and Shelters;

**WHEREAS:** in 2014, the General Assembly amended § 15.2-2291 of the Code of Virginia related to Group Homes such that the staff persons in certain Group Homes may now be residents or nonresidents, which necessitates complementary changes to the zoning ordinance;

**WHEREAS:** this amendment would incorporate the Adult Care Residence use into the Group Home use and remove the design standards for the Group Home 2, Juvenile Residence 2 and 3, Orphanage, and Shelter uses to comply with current Virginia law;

**WHEREAS:** this amendment is being brought forward in connection with ZOA 149-2014; and

**WHEREAS:** There were no speakers from the public.

**NOW, THEREFORE,** on a motion by Commissioner McCloud and seconded by Commissioner Southall;

**BE IT RESOLVED** that the Hampton Planning Commission recommends approval to City Council of the ordinance amendment to Chapter 2 of the Zoning Ordinance.

A roll call vote on the motion resulted as follows:

AYES:	Campbell, McCloud, Southall, Snead, LaRue
NAYS:	None
ABST:	None
ABSENT:	Williams, Bunting

**A COPY: TESTE:**

  
Terry P. O'Neill  
Secretary to Commission



City of Hampton, VA

Agenda Review

File Number: 14-0376

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0376

Request Number: R-2014-00403

File Type: Ordinance - Zoning Text

Department: Planning

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Alison Alexander

Phone:

Requestor:

Phone:

Presenter: Vanessa Valldejuli, City Attorney

Phone: 728.5172

Title: Ordinance to Amend and Reenact Chapter 25 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Sections 25-2 Entitled, "Review Process for Building and Land Disturbing Permits," 25-2.1 Entitled "Physical Property Survey," 25-2.2 Entitled, "Submitted Plans; Exceptions," and 25-2.3 Entitled, "Copy of Plan" Pertaining to the Review Process for Building, Zoning, and Land Disturbing Permits and the Application Materials Required.

Action Requested: Approval of the ordinance.

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Redline  
Resolution

Date  
9/4/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

The Development Services Center (DSC) reviews and approves applications for many types of permits. Recently, the DSC revised its internal procedures related to what materials are required for review of a building or zoning permit application.

Under normal circumstances, a physical property survey of the development site as well as a scaled two-

dimensional plan of the intended development on the site is required prior to issuance of a building permit. Zoning permits require similar materials. This amendment would clarify that the Zoning Administrator may waive the requirement for submission of the survey and/or two dimensional plan when the development being proposed does not warrant submission. For example, a simple shed outside the Chesapeake Bay Preservation District may not warrant submittal of a survey and sketch of the development. Waiver of the requirement under those circumstances will save applicants money and time.

Planning Commission recommends approval.

LEGISLATION TEXT:

**WHEREAS**, the public necessity, convenience, general welfare and good zoning practice so require:

**BE IT ORDAINED** by the City Council of the City of Hampton, Virginia, that Chapter 25 Sections 25-2, 25-2.1, 25-2.2, and 25-2.3 of the Zoning Ordinance of the City of Hampton, Virginia be amended and reenacted to read as follows:

**Sec. 25-2. Review process for building permits.**

Prior to the issuance of a building or zoning permit, an application therefor shall be submitted to the zoning administrator for review. Unless waived by the zoning administrator, all such applications shall include:

- (a) A current physical property survey of the intended development site that is produced and sealed by a professional land surveyor licensed by the Commonwealth of Virginia; and
- (b) A scaled two-dimensional plan or drawing of the intended development that accurately depicts:
  - (i) The lot/parcel boundaries;
  - (ii) The location, shape and dimensions of all proposed property improvements in relation to all existing on-site property improvements;
  - (iii) All adjacent and on-site easements, right-of-way, waterbodies/waterways and resource protection area features;
  - (iv) The existing and intended use of each building or part of a building;
  - (v) The number of families the building is designed to accommodate;
  - (vi) The location and the number of off-street parking and off-street loading spaces; and
  - (vii) Such other information with regard to the lot/parcel and buildings/structures as may be necessary to determine and provide for the enforcement of the provisions of this ordinance.

**Sec. 25-2.1. Reserved.**

**Sec. 25-2.2. Site Plan Exception.**

A site plan that has been approved in accordance with chapter 35.1 of the city code may be accepted by the zoning administrator in lieu of compliance with section 25-2(a) and (b).

**Sec. 25-2.3. [Copy of plan.]**

One (1) copy of the approved application materials shall be returned to the applicant upon issuance of the building or zoning permit.

....



Ordinance to Amend and Reenact Chapter 25 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Sections 25-2 Entitled, "Review Process for Building and Land Disturbing Permits," 25-2.1 Entitled "Physical Property Survey," 25-2.2 Entitled, "Submitted Plans; Exceptions," and 25-2.3 Entitled, "Copy of Plan" Pertaining to the Review Process for Building, Zoning, and Land Disturbing Permits and the Application Materials Required.

**WHEREAS**, the public necessity, convenience, general welfare and good zoning practice so require:

**BE IT ORDAINED** by the City Council of the City of Hampton, Virginia, that Chapter 25 Sections 25-2, 25-2.1, 25-2.2, and 25-2.3 of the Zoning Ordinance of the City of Hampton, Virginia be amended and reenacted to read as follows:

**Sec. 25-2. Review process for building and land disturbing permits.**

Prior to the issuance of a building *or zoning* ~~or land disturbing~~ permit, an application *therefor* ~~therefore~~ shall be submitted to the zoning administrator for review ~~in accordance with the provisions of section 25-1(b) and (c).~~ *Unless waived by the zoning administrator, all* All such applications shall include: ~~a site development plan consisting of the following:~~

- (a) A current physical property survey of the intended development site that is produced and sealed by a professional land surveyor licensed by the Commonwealth of Virginia; and
- (b) A scaled two-dimensional plan *or view* drawing *of the intended development* ~~which complies with the city's filing requirements, in duplicate of the intended development site that accurately depicts:~~
  - (i) The lot/parcel boundaries;
  - (ii) The location, shape and dimensions of all proposed property improvements in relation to all existing on-site property improvements;
  - (iii) All adjacent and on-site easements, right-of-way, waterbodies/waterways and resource protection area features;
  - (iv) The existing and intended use of each building or part of a building;
  - (v) The number of families the building is designed to accommodate;
  - (vi) The location and the number of off-street parking and off-street loading spaces; and
  - (vii) Such other information with regard to the lot/parcel and buildings/structures as may be necessary to determine and provide for the enforcement of the provisions of this ordinance.

**Sec. 25-2.1. *Reserved.* [Physical property survey.]**

~~Submission of a current physical property survey may be waived by the zoning administrator.~~

**Sec. 25-2.2. *Site Plan Exception.* [Submitted plans; exceptions.]**

A preliminary site plan *that has been approved* ~~that is prepared and submitted to the city in accordance with chapter 35.1 of the city code or a land disturbing plan prepared and submitted to the city in accordance with chapter 13.1 of the city code~~ may be accepted by the zoning administrator in lieu of compliance with ~~section 25-2(a) and (b).~~

**Sec. 25-2.3. [Copy of plan.]**

One (1) copy of the approved *application materials* ~~site development plan~~ shall be returned to the applicant upon issuance of the building *or zoning* ~~and/or land disturbing~~ permit.





**AT A PUBLIC HEARING AND REGULAR MEETING OF THE HAMPTON PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, CITY HALL, HAMPTON, VIRGINIA ON THURSDAY, AUGUST 7, 2014 AT 3:30 P.M.**

**WHEREAS:** the Hampton Planning Commission has before it this day ZOA 151-2014, a proposed ordinance to amend and re-enact Chapter 25 of the Zoning Ordinance of the City of Hampton, Virginia by Amending Sections 25-2 Entitled, "Review Process for Building and Land Disturbing Permits," 25-2.1 Entitled "Physical Property Survey," 25-2.2 Entitled, "Submitted Plans, Exceptions," and 25-2.3 Entitled, "Copy of Plan" Pertaining to the Review Process for Building, Zoning, and Land Disturbing Permits and the Application Materials Required;

**WHEREAS:** Recently, the DSC revised its internal procedures related to which materials are required for review of a building or zoning permit application;

**WHEREAS:** currently the ordinance requires a physical property survey of a development site as well as a scaled two-dimensional plan of the intended development on the site prior to issuance of a building or zoning permit;

**WHEREAS:** this amendment would permit the Zoning Administrator to waive the requirement for submission of the survey and/or two dimensional plan when the development being proposed does not warrant submission; and

**WHEREAS:** there were no speakers from the public.

**NOW, THEREFORE,** on a motion by Commissioner Southall and seconded by Commissioner McCloud,

**BE IT RESOLVED** that the Hampton Planning Commission recommends approval to City Council of the ordinance amendment to Chapter 25 of the Zoning Ordinance.

A roll call vote on the motion resulted as follows:

<b>AYES:</b>	Campbell, McCloud, Southall, Sneed, LaRue
<b>NAYS:</b>	None
<b>ABST:</b>	None
<b>ABSENT:</b>	Williams, Bunting

A COPY, TESTE:

  
Terry P. O'Neill  
Secretary to Commission



City of Hampton, VA

Agenda Review

File Number: 14-0377

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

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File Number: **14-0377**

Request Number: **R-2014-00404**

File Type: **Ordinance - Zoning Text**

Department: **Planning**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

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Created By: **Alison Alexander**

Phone:

Requestor:

Phone:

Presenter: **Mike Hayes, Senior City Planner**

Phone: **728.5244**

Title: **Zoning Ordinance Amendment 153-2014: by the City of Hampton VA to Amend and Reenact Chapter 1 of the Zoning Ordinance of the City of Hampton, Virginia By Amending Section 1-22 Entitled, "Substandard Lots" Pertaining to Development on Substandard Lots.**

Action Requested: **Approve Zoning Ordinance Amendment No. 153-2014.**

Estimated Time: **5 minutes**

Indicators:

Advertised:

Fiscal Notes:

Attachments: Redline  
Staff Report  
Resolution

---

Date	Acting Body	Action
9/4/2014		Received By Clerk's Office

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BRIEF BACKGROUND STATEMENT:

This is an amendment to Chapter 1 of the Zoning Ordinance related development on substandard lots.

Substandard Lots are defined in Chapter 2.1 of the Zoning Ordinance to include:

"A lot that does not meet the dimensional standards of the zoning district in which it is located, but met the requirements in effect at the time the lot was recorded".

The current ordinance allows development on substandard lots if the lot has never been in common ownership with any contiguous lot or property on the same right-of-way since January 12, 1989 and provided all other development criteria are met. However, if the substandard lot has, at any time since January 12, 1989 been in common ownership with any contiguous lot or property on the same right-of-way, the lots must be merged in order for development to occur on the lot.

Approval of this amendment would remove the requirement that substandard lots held in common ownership with any contiguous lot on the same right-of-way since 1989 be merged as a pre-requisite to development in order to comply with legal requirements.

Planning Commission recommends approval.

LEGISLATION TEXT:

**WHEREAS**, the public necessity, convenience, general welfare and good zoning practice so require:

**BE IT ORDAINED** by the City Council of the City of Hampton, Virginia, that Section 1-22 of Chapter 1 of the Zoning Ordinance of the City of Hampton, Virginia be amended and reenacted to read as follows:

**Sec. 1-22. Substandard lots.**

A substandard lot may be developed for residential use provided that it complies with all current development criteria as set forth in the zoning ordinance, city code, and all other applicable laws.

. . . .

1 **Ordinance to Amend and Reenact Chapter 1 of the Zoning Ordinance of the City of**  
2 **Hampton, Virginia By Amending Section 1-22 Entitled, "Substandard Lots" Pertaining to**  
3 **Development on Substandard Lots.**

4  
5 **WHEREAS**, the public necessity, convenience, general welfare and good zoning practice so  
6 require:

7  
8 **BE IT ORDAINED** by the City Council of the City of Hampton, Virginia, that Section 1-22 of  
9 Chapter 1 of the Zoning Ordinance of the City of Hampton, Virginia be amended and reenacted  
10 to read as follows:  
11

12 **Sec. 1-22. Substandard lots.**

13 *A substandard lot* Substandard lots may be developed for residential use *provided that it*  
14 *complies with all current development criteria as set forth in the zoning ordinance, city code, and*  
15 *all other applicable laws.* ~~under the following conditions:~~

16 (1) ~~If a substandard lot of record has, since January 12, 1989, continuously been in~~  
17 ~~separate ownership from any contiguous lot or property on the same existing or~~  
18 ~~proposed public right-of-way, the substandard lot may be developed so long as all other~~  
19 ~~development criteria are met. Before a building permit will be issued, the owner of the~~  
20 ~~substandard lot shall provide to the zoning administrator written certification under oath~~  
21 ~~that the substandard lot to be developed has, since January 12, 1989, never been in~~  
22 ~~common ownership with any contiguous lot or property on the same existing or proposed~~  
23 ~~public right-of-way.~~

24 (2) ~~If a substandard lot of record has, at any time since January 12, 1989, been in common~~  
25 ~~ownership with any contiguous lot or lots on the same existing or proposed public right-~~  
26 ~~of-way, such lots shall be combined or merged. If all of the contiguous lots in common~~  
27 ~~ownership are merged and the resulting lot is still substandard, it may be developed so~~  
28 ~~long as all other development criteria are met. If all of the contiguous lots in common~~  
29 ~~ownership are merged and the resulting property is of sufficient area and frontage to~~  
30 ~~meet the requirements of more than one (1) lot, the property may be developed as more~~  
31 ~~than one (1) lot, provided that each of the combined or merged lots meet at least eighty~~  
32 ~~(80) percent of the minimum frontage and area requirements of the zoning district in~~  
33 ~~which the property is located, and so long as all other development criteria are met.~~  
34 ~~Before a building permit will be issued, the owner shall provide written certification to the~~  
35 ~~zoning administrator under oath of the title history of the lot, describing any common~~  
36 ~~ownership which has occurred at any time since January 12, 1989.~~

37 . . . .

## STAFF EVALUATION

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To: Planning Commission

Prepared By: Mike Hayes, AICP

728-5244

Reviewed By: Keith Cannady, AICP

728-5239

Sharon McSmith, CAP

728-5240

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Case: ZOA 142, 147, 153- 2014 Substandard Lots

Date: August 7, 2014

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### General Information

#### *Description*

The purpose of the proposed amendments is to resolve the legal risk associated with the current substandard lot provision while creating new conditions to increase neighborhood compatibility for in-fill development on any existing substandard lot. The current ordinance language directs substandard lots to be merged with adjacent parcel(s) if they are or have been in common ownership with those adjacent parcel(s) since January 12, 1989.

Staff is proposing the following changes to the zoning ordinance:

Adjustments to setback regulations:

- Construction of homes would be required to be built at a depth equal to the average of existing single family development within three hundred feet (the typical length of a block) in either direction and on the same side of the street.

Green area requirement:

- 50% of the front yard must be green area

Garage location:

- If a garage is built, it must be at least 18 inches behind the front of the house

Building height:

- No home may be taller than two stories and/or 25 feet tall

Parking:

- For lots less than 40' wide, a reduction to one required parking space would be allowed

These changes would only apply to substandard lots with a base zoning district of R-8, R-9, R-11, or R-13.

In addition to the aforementioned changes, the zoning ordinance amendments propose one administrative exception. In the rare case that the development meets the height and setback requirements but cannot meet the minimum dwelling size requirement, a reduction in dwelling size would be allowed, provided that the maximum possible building size is achieved. As an example, if the base zoning district requires a home to be a minimum of 1,700 square feet, but between the setback requirements and the two story height limit create a buildable area of only 1,500 square feet, the home, if constructed, must have 1,500 square feet of dwelling area.

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#### *Plans and Policies*

The Hampton Community Plan (2006, as amended) has objectives and policies directly related to the proposed changes.

Land Use and Community Design Objectives (p. LU-3)

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- Promote the efficient use of land. Recognize land as a limited resource.
- Be responsive to market and demographic trends and opportunities.
- Protect community appearance, character, and design.
- Protect real property values.

The specific policy recommendations include:

LU-CD 7: Safeguard the integrity of existing residential neighborhoods. (p.LU-17)

LU-CD 11: Promote high quality design and site planning that is compatible with surrounding development. (p. LU-17)

LU-CD 12: Encourage building design and site planning that enhances community interaction and personal safety. (p. LU-17)

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#### *Existing Regulations*

Current regulations require contiguous substandard lots which have been in common ownership at any point since January 12, 1989 to be merged. Meaning, under the current ordinance, certain legally platted lots may not be built upon. This provision places the City in a high level of legal risk.

Those substandard lots which have not been in common ownership at any point since January 12, 1989 may be built upon. Development of such lots must follow the requirements of the base zoning district.

Recognizing that the typical single family base zoning districts in Hampton (R-8, R-9, R-11, and R-13) dwelling size requirements are incompatible with the Greater Wythe neighborhood, Special Public Interest – Infill Housing (SPI-IH) was developed as an overlay district. SPI-IH sets forth a process for approval by the Board of Zoning Appeals for a reduction in dwelling size based upon the average size of neighboring homes in exchange for a higher level of architectural design.

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#### *Alternatives Analysis*

- A) Make no changes, leaving the City at a high level of legal risk. The consequences of which greatly increased July 1, 2014. The City could continue to explore additional alternatives, such as the use of a plans book and use permit process, but this would likely leave various neighborhoods open to wholly incompatible development of substandard lots in separate ownership since January 12, 1989. It would likely take a year if not longer to develop and adopt a more detailed measure.
- B) Strike the language requiring the merging of lots but make no other changes. This would alleviate the legal risk but provides no additional development standards to generate more compatible development on existing substandard lots. All minimum setback, parking, and dwelling size standards would remain the same. The City could continue to explore additional alternatives, such as the use of a plans book and use permit process, but this would likely leave various neighborhoods open to wholly incompatible development for a year if

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not longer.

- C) Strike through the language requiring the merging of lots and make additional amendments to provide a basic set of development standards to create more compatible infill development on existing substandard lots. The new standards would incorporate setback, building height, dwelling size, front yard green area and parking requirements based upon the lot size and neighboring development. The City could continue to explore additional alternatives, such as the use of a plans book and use permit process, while having somewhat tailored and legal dimensional standards in place.
- 

### *Analysis*

Between the legal issues with forcing the merger of legally subdivided lots and changes to State legislation which took effect on July 1, 2014, the City of Hampton is at significant legal risk. The current provision found in Chapter 1 of the Zoning Ordinance requires the merger of contiguous substandard lots, lots not meeting the minimum dimensional requirements of the zoning ordinance, which have been in common ownership at any point since January 12, 1989 to be merged. These are existing lots, which were legally subdivided and may be owned by an individual or more than one entity currently. So long as the lots are not merged, owners are not permitted to build upon them. Furthermore, if one lot is already developed, the other lot may not be developed independently. At the same time, substandard lots that have not been in common ownership with any contiguous lot may be developed.

The proposed amendments have been developed for the purpose of permitting the development of existing single family lots while creating neighborhood sensitive dimensional standards for development on single family lots in the R-8, R-9, R-11, and R-13 One Family Residence Districts.

The changes to Chapter 1, strike the existing forced merger language and replace it with language requiring substandard lots to meet standards as outlined in the Zoning Ordinance. This provides property owners with the opportunity to develop their legally existing lot or lots.

While the proposed changes to Chapter 1 alleviate the legal risk, staff recognizes that development on smaller lots is more sensitive and that the strict application of existing base zoning districts demands development that is often out of context with the existing neighborhood and more likely to be detrimental to the neighborhood if not executed appropriately. To address this issue, staff proposes amending the Special Public Interest – Infill Housing District (SPI-IH) as well as the Parking Chapter of the Zoning Ordinance and applying the provisions to all single family substandard lots with a base zone of R-8, R-9, R-11, and R-13 in the City of Hampton.

In order to facilitate development which better fits Hampton's existing neighborhoods and restrict inappropriate development changes to underlying dimensional standards are proposed:



- In order to ensure that new homes align with the existing neighborhood, the front yard setback becomes a build to line based upon neighboring homes. Meaning, rather than having a 30' minimum setback, the new home must be built to the average setback of the existing homes within 300' in either direction on the same side of the block.
- To ensure that the entire front yard will not be paved, a minimum of 50% of the front yard shall be green area.
- Maintaining eyes on the street and a safe interaction between the front of a house and the street is an important part of neighborhoods and a traditional part of older neighborhoods where most substandard lots are found. To create a safer neighborhood environment garages must be located a minimum of 18" behind the main façade of the house.
- Ensuring that existing neighborhoods are not dwarfed by new construction, the district changes restrict the height of new homes to a maximum of 25' and two stories.
- In some rare instances, once the setback requirements are applied to the property, and the height restriction is in place, it may not be possible for the potential builder to meet the base districts minimum dwelling area requirement. In such cases, the dwelling area would be reduced to meet the largest square footage possible on that lot while meeting the minimum setbacks and height restriction.

The proposed amendments also include a change to the parking requirements found in Chapter 19. Currently, all single family development is required to have a minimum of two off street parking spaces. These spaces can be readily accommodated and fit within the development pattern of the neighborhood on lots 40' or wider. However, in some areas of the city, lots of less than 40' in width exist. In these cases, the lot would be overwhelmed by driveway and the character of the street would be harmed if the two space minimum continues to be enforced. Such development would create less walkable streets and come at odds with the 50% green area requirement in the front yard. In order to promote development that is compatible with the neighborhood, the proposed amendment to Chapter 19 reduces the required number of parking spaces to 1 for single family lots narrower than 40'.

Taken in total, the proposed amendments greatly reduce the City's legal risk, expand opportunities for investment in the city, promote investment on vacant in-fill lots, and promote compatible new development in existing neighborhoods .

**Staff recommends approval of the three Zoning Ordinance Amendments; ZOA 142-2014, ZOA 147-2014, and ZOA 153-2014.**

**AT A PUBLIC HEARING AND REGULAR MEETING OF THE HAMPTON PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, CITY HALL, HAMPTON, VIRGINIA ON THURSDAY, AUGUST 7, 2014 AT 3:30 P.M.**

- WHEREAS:** the Hampton Planning Commission has before it this day ZOA 153-2014, a proposed ordinance to amend and re-enact Chapter 1 of the Zoning Ordinance of the City of Hampton, Virginia By Amending Section 1-22 Entitled, "Substandard Lots" Pertaining to Development on Substandard Lots;
- WHEREAS:** this proposed amendment is accompanied by ZOA 142-2014 and ZOA 147-2014, which pertain to context sensitive dimensional standards for development of existing substandard lots and providing a reduced parking standard for lots less than 40 feet in width;
- WHEREAS:** the definition of a substandard lot is a lot that does not meet the dimensional standards of the zoning district in which it is located, but met the requirements in effect at the time the lot was recorded;
- WHEREAS:** the Zoning Ordinance currently permits development on substandard lots so long as they have not been in common ownership at any point since January 12, 1989;
- WHEREAS:** as a pre-requisite to development on contiguous substandard lots that have been in common ownership at any point since January 12, 1989, the lots must be merged;
- WHEREAS:** the judicial branch has generally held that land use standards and regulations need to be blind to ownership;
- WHEREAS:** the current provision treats legally recorded lots differently based upon their ownership history since January 12, 1989;
- WHEREAS:** the City of Hampton is placed at legal risk due to the existing substandard lot provision in Chapter 1 of the Zoning Ordinance;
- WHEREAS:** the Hampton Community Plan (2006, as amended) sets forth Land Use and Community Design Objectives, including 1) Promote the efficient use of land. Recognize land as a limited resource; 2) Be responsive to market and demographic trends and opportunities; 3) Protect community appearance, character, and design; and 4) Protect real property values;
- WHEREAS:** the proposed amendment strikes the language requiring, as a condition of development, the merger of contiguous, legally

recorded lots that happen to have been in common ownership at any point since January 12, 1989; and

**WHEREAS:** there was one speaker from the public, who spoke in support of this amendment.

**NOW, THEREFORE,** on a motion by Commissioner Campbell and seconded by Commissioner Snead,

**BE IT RESOLVED** that the Hampton Planning Commission recommends approval to City Council of the ordinance amendment to Chapter 1 of the Zoning Ordinance.

A roll call vote on the motion resulted as follows:

AYES:	Campbell, McCloud, Southall, Snead, LaRue
NAYS:	None
ABST:	None
ABSENT:	Williams, Bunting

**A COPY; TESTE:**

  
Terry P. O'Neill  
Secretary to Commission



**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0378**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

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File Number: **14-0378**

Request Number: **R-2014-00411**

File Type: **Briefing / Presentation /  
Hearing**

Department: **Planning**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

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Created By: **Alison Alexander**

Phone:

Requestor:

Phone:

Presenter: **Daniel Best, Neighborhood Grant  
Administrator**

Phone: **727.6492**

Title: **FY14 Consolidated Annual Performance and Evaluation Report (CAPER)**

Action Requested: **No action required.**

Estimated Time: **10 minutes**

Indicators:

Advertised:

Fiscal Notes:

Attachments: presentation  
CAPER FY14 Report

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Date	Acting Body	Action
9/4/2014		Received By Clerk's Office

---

**BRIEF BACKGROUND STATEMENT:**

The City of Hampton has completed a draft of its 2013 – 2014 Consolidated Annual Performance and Evaluation Report (CAPER) for Housing and Community Development. This document provides a review of the City's performance and utilization of funds received by the U.S. Department of Housing and Urban Development (HUD). The report is available for public examination at all Hampton Public Libraries, the Housing and Neighborhood Services Division of the Community Development Department (22 Lincoln Street, Hampton, VA 23669), and online at [hampton.gov/neighborhoods](http://hampton.gov/neighborhoods).



# 2013-2014 Consolidated Annual Performance & Evaluation Report for Housing & Community Development



*Hampton*  
VIRGINIA

Public Hearing

Wednesday ■ September 10, 2014

## Community Development Block Grant Program

- § Primary objective is the development of viable urban communities by providing:
  - § Decent housing,
  - § A suitable living environment, and
  - § Expand Economic opportunity.
  
- § Activities must meet one of three national objectives:
  - § Benefit low - and moderate-income persons;
  - § Aid in the prevention of slums and blight, or
  - § Meet an urgent need.

## Home Investment Partnership Program

- § Primary objective is to:
  - § Increase decent, affordable housing to low- and very low-income households;
  - § Expand the capacity of non-profit community based housing development organizations;
  - § Strengthen the ability of local governments to provide housing, and
  - § Leverage private sector participation.
- § Matching Funds: 25% local match
- § Non-Profit Participation: 15% set-aside for certified Community Housing Development Organizations.

## 2014 HUD Income Limits (MSA)

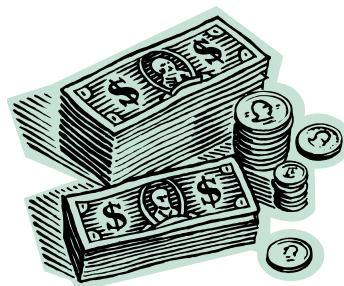
Income Limit Area	Median Income	Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Hampton City	\$70,600	Very Low (50%)	24,750	28,250	31,800	<b>35,300</b>	38,150	40,950	43,800	46,600
		Extremely Low (30%)	14,850	17,000	19,790	<b>23,850</b>	27,910	31,970	36,030	40,090
		Low (80%)	39,550	45,200	50,850	<b>56,500</b>	61,050	65,550	70,100	74,600

## Resources

### FY 2013-2014 CDBG and HOME Allocations

Community Development Block  
Grant Program  
\$1,086,522

HOME Investment Partnership  
Program  
\$373,414





## 2012-2013 CDBG and HOME Program Resources

Community Development Block Grant (CDBG) Program	\$1,086,522.00
CDBG Program Income	\$65,669.07
CDBG Revolving Loan Fund	\$304,652.20
HOME Investment Partnership Program	\$373,414.00
HOME Program Income	\$364,033.42
<hr/> Total CDBG & HOME Resources:	<hr/> \$2,194,290.69

## 2012-2013 CDBG Program Accomplishments

## Acquisition

- 5 blighted units acquired with CDBG resources
- 3 blighted units acquired with City resources
- Site Acquisition & Review Committee (SARC) discussed 205 properties. 38 contracts negotiated and 27 closed during the program year. 5 builders were approved from the Preferred Builder Program but 1 withdrew.

### NSP:

- 2 foreclosed homes purchased with Neighborhood Stabilization Program (NSP) funding.



## Demolition

- Total of forty-two (42) structures were demolished for the program year:
- 14 blighted units demolished with CDBG resources.
- 28 blighted units demolished with City resources.



## Disposition

- 3 lots sold to Habitat for Humanity for new housing construction
- 14 lots were sold through the CDBG \$1.00 Lot Sales Program to Builders to build affordable housing.
- 5 homes sold to low income buyers with HOME subsidy
- 3 homes were rehab with the use of HOME funds and sold.

NSP:

- 4 rehabbed houses sold



## Housing Programs

- 6 Wheelchair Ramps Constructed
- 2 Exterior Repair Projects
- 7 Weatherization & Energy Efficiency Projects



## Housing Services

- Rehabilitation administration was provided for 45 housing units.
- 8 Homebuyer education seminars were held and 83 participated attended (12 utilized down payment & closing cost assistance).
- 47 prospective homebuyers received pre-purchase one-on-one housing counseling
- 52 homeowners received home maintenance one-on-one housing counseling.
- 13 participated in the Financial Literacy Workshop to learn how to adjust their finances.



## HOME Investment Partnership

- § Funds are provided to eligible low-to-moderate income homeowners:
- § Of the 16 applications that were processed, 7 were denied or withdrawn due to over-income status and 9 were approved. This exceeded the goal of 5 for the year.



## Partnership for a New Phoebus

- Sponsored/participated in the following community input meetings:
  - Jackson & Ryder Fine Arts gallery Opening – 07.27.13
  - Opening of The Point at Phoebus – 08.10.13
  - Shop Small in Phoebus – 11.30.13
  - Phoebus Master Plan approved by Govern – 12.11.13
  - Phoebus Cookie Bazaar – 12.14.13
  - Phoebus Cleanup – 2.21.14
  - Partnership Annual Meeting – 6.26.14
- Job Creation:
  - Signature Canvas Makers –
    - ◊ 1 Part-time production sewer
  - The Point at Phoebus –
    - ◊ 2 full-time dishwasher and 1 full time hostess



## Support Services to Neighborhood Center Programs

- Y.H. Thomas Community Center Attendance:
  - 6,497 Out of School Program
  - 1,948 Summer Playground Program
  - 514 Attendees S.E.E.D.S (Strengthening Educational Experiences to create Dynamic Students
  - 98 Senior Health & resource Fair
- Newtown Learning Center/Little England
  - 160 youth participated in tutoring
  - 55 youth participated in summer enrichment activities
  - 65 adults participated in computer classes
  - 5 special needs adults received computer training



## Patterson Avenue Extension

- The design was completed program year 2013-2014. The construction of the road extension will be completed in program year 2014-2015.



## CDBG Revolving Loan Fund Accomplishments

## CDBG Revolving Loan Fund

### 3% Loan Program

- No new loans were awarded.



## 2013-2014 HOME Program Accomplishments

## Homeowner Rehabilitation

- 9 Homeowner Rehabilitation Projects
- 531 Homeowner Rehabilitation Projects since 1993



## Homebuyer Assistance/Homebuyer Club

- 8 Homeownership Seminars were held:
  - Ø 83 attended
  - Ø 12 received down payment and closing cost assistance
- 163 Homebuyer Assistance Projects since 1994





## Acquisition & Rehabilitation

- 6 acquisition and rehabilitation projects
  - 5 rehab complete
  - 4 sold
  - 1 for sale
- 41 acquisition and rehabilitation projects since the program's inception in 2004.



## New Housing Construction

- ✓ 5 pre-development activities started for new construction to be completed in 2015.



## Community Housing Development Corporations (CHDOs)

- 2 new houses constructed by Habitat for Humanity
- 1 rehabilitation completed



Questions

# Consolidated Annual Performance & Evaluation Report (CAPER)



FY2013-2014

City of Hampton, VA

September 2014

Prepared By:  
Community Development Department  
Housing & Neighborhood Services Division  
22 Lincoln Street, 5th floor  
Hampton, VA 23669  
(757) 727-6140  
[www.hampton.gov/neighborhoods](http://www.hampton.gov/neighborhoods)



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### 2013-2014 Consolidated Annual Performance Evaluation Report (CAPER)

#### Fourth Program Year

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## Fourth Program Year CAPER

The CPMP Fourth Consolidated Annual Performance and Evaluation Report (CAPER) includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

The grantee must submit an updated Financial Summary Report (PR26).

### GENERAL

#### Executive Summary

Program Year 4 CAPER Executive Summary response:

The Department of Housing and Urban Development (HUD) provides funding annually to the City of Hampton to "develop viable urban communities, by providing decent housing and a suitable living environment by expanding opportunities, principally for persons of low and moderate income." Since 1993, the City's Community Development, Housing and Neighborhood Services Division (formerly the Neighborhood Office) has administered Hampton's Community Development Block Grant (CDBG) Program, which has an annual budget of approximately \$1 million. *Note: The Community Development Department was formed in July 2010. It comprises many of the contributing departments charged with achieving the goals outlined in the City's Consolidated Plan. It houses the formerly independent departments of Planning, the Neighborhood Office, Codes Compliance and the Development Services Center (formerly Land Development Services). This department assumes the responsibility of administering the City's housing assistance and community development goals and objectives. The Housing and Neighborhood Services Division has lead responsibility for the administration of the City's Community Development Block Grant activities.* With the identification of neighborhoods as a strategic issue in 1993, Hampton has focused its CDBG and HOME resources to complement other resources in the implementation of the Hampton Neighborhood Initiative. CDBG funds are utilized for a variety of activities which aid in blight removal and benefit low to moderate-income residents of the City. Activities undertaken with these funds include housing acquisition, clearance, rehabilitation, targeted infrastructure projects, housing programs, Section 3 training, and project specific assistance for neighborhood development.

In partnership with the Hampton Redevelopment and Housing Authority (HRHA), the Housing and Neighborhood Services Division has also administered the City's HOME Investment Partnership Program, which currently supports a variety of affordable housing initiatives with an annual budget of approximately \$400,000.

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The 2013-2014 CAPER provides an assessment of the City's CDBG and HOME Programs for the period beginning July 1, 2013 and ending June 30, 2014. An overview of the resources available for FY 2013-2014 is as follows:

<i>FY2013-2014 Community Development Block Grant (CDBG) Program</i>	<i>\$1,086,522.00</i>
<i>FY2013-2014 CDBG Program Income</i>	<i>\$65,669.07</i>
<i>CDBG Revolving Loan Fund</i>	<i>\$304,652.20</i>
<i>FY2013-2014 HOME Investment Partnership Program</i>	<i>\$373,414.00</i>
<i>FY2013-2014 HOME Program Income</i>	<i>\$364,033.42</i>
<i>Total Resources Available</i>	<i>\$2,194,290.69</i>

## **General Questions**

### **1. Assessment of One Year Goals and Objectives**

The 2011-2015 Consolidated Plan for Housing & Community Development provides the policy direction for housing and community development in Hampton. It identifies housing, homeless, community and economic development needs and resources, while providing a strategic plan to address those needs in accordance with community priorities. The primary emphasis of the Plan is on improving the housing stock, increasing homeownership, and supporting neighborhood revitalization and stabilization efforts. The City's goal is to reinforce the strategies identified in the Consolidated Plan to revitalize low to moderate income neighborhoods, eliminate deteriorated properties in all neighborhoods, encourage economic self-sufficiency, and address the affordable housing need of low and moderate-income persons. These priorities and strategies also recognize and support the Hampton Redevelopment and Housing Authority's (HRHA) public housing and rental assistance programs as well as housing and supportive service programs that meet the needs of special populations. The text describes more completely the accomplishments of the program year and the relationships to the Consolidated Plan goals and objectives in these areas.



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#### Priority Housing and Community Development Needs

The quality of our neighborhoods and the housing stock within them impacts almost every aspect of what we are and what we can be as a city. Healthy neighborhoods are places where people enthusiastically invest their time, money and energy – places where people want to be. Hampton invests in neighborhoods because they support our image, quality of life, tax base, schools, youth, families and our ability to attract business investments. When residents have well-paying jobs, economic stress and associated social problems are diminished, other indicators such as homeownership increases homeowner's ability to maintain and improve their homes and neighborhoods.

Because the supply of affordable housing is adequate, priority housing needs focus on improving the quality of the existing stock and the neighborhoods in which the housing is located as follows:

- **Priority Rehabilitation Needs** - The trend towards an aging housing stock and limited developable land will also increase the importance of renovation and reinvestment as a means to promote healthy neighborhoods and quality housing. Because of the age, size and condition of the affordable housing stock in Hampton, there is a great need to rehabilitate or purchase, demolish and redevelop existing, older, affordable units. Units that are of a size and character that is attractive in today's real estate market should be rehabilitated and if necessary upgraded to current standards of size and amenities. Some units are of a size and condition that make rehabilitation an unwise investment of resources. The units should be purchased, demolished and replaced with units of a quality and value that will diversify the housing values in the affordable housing neighborhoods. Low-income elderly homeowners are a priority group for rehabilitation assistance because their incomes are typically "fixed" and job training investments are not a suitable strategy to increase their ability to afford market rate housing.
- **Priority Homeownership Needs** - Affordable, single-family housing stock is gradually converting from homeownership to rental. This trend impacts the stability of the rest of the housing stock in the neighborhood. Creating opportunities to make homeownership possible for qualified renters in Hampton is a need both for qualified renters and for the stability of neighborhoods in which the affordable housing stock is located.
- **Priority Neighborhood Revitalization Needs** - In order to provide decent affordable housing, the neighborhoods in which the housing is located must be stabilized and revitalized. Neighborhoods are economically stable when the housing stock, as a composite, mirrors the average housing values in the region. This encourages private sector investment and reduces the dependence of the neighborhood on scarce local government resources. It is anticipated that changes in household composition will have a significant influence on the type of residential units that are needed to meet the new market demands. Accordingly, the priorities in neighborhood revitalization are to 1) diversify the value of the housing stock in order to achieve a mixed

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income neighborhood and 2) diversify housing types to meet new market demands. Public investments need to focus on strategies that will encourage the private sector to participate in and sustain the revitalization.

- **Priority Rental Housing Needs** - Available data indicates that there is adequate affordable rental housing to meet the needs in Hampton with the exception of the very low income. Accordingly, the greatest area of need for rental housing area is again to improve the viability of the neighborhoods in which the rental units are located and to upgrade and improve viable affordable rental projects. Affordable rental housing that is no longer viable from a market perspective should be demolished and the site redeveloped in a manner that brings about a mixed income neighborhood. An issue in connecting affordable rental units to the quality of neighborhoods is to avoid - to the extent possible - the concentration of affordable and subsidized units. In order to address the needs of very low income renters, the city will focus efforts on providing job training to enable the low income renters to improve their income over time. The strategy for assisting elderly households with "fixed" incomes is to actively pursue funding such as tax credits to provide senior housing options.

#### Priority Homeless Needs

The priority needs for the homeless in Hampton are emergency housing, transitional housing and support services to move homeless persons and families safely out of the cycle of homelessness and back into self-sufficiency.

#### Priority Special Needs

There is a need for emergency shelter, transitional housing and support services for persons with mental illness, substance abuse and victims of domestic violence. For other special population groups, such as the mentally handicapped and persons with AIDS, there is a need for permanent supportive housing. Special housing with supportive services is also becoming an increasing need for Hampton's increasingly elderly population. At a state level there is a shift from centralized to community based care for mental health. This will require more community based housing and facilities to be located in the region. As these homes are located, it is crucial that there be dispersal throughout the city and the region in order to avoid the problems associated with concentrated special needs housing.

### **Accomplishments**

#### **Community Development Block Grant Housing Activities:**

##### **Acquisition**

Acquisition helps to stabilize older areas of the City experiencing blight from deteriorated properties or inappropriate land use. The City and HRHA acquire substandard vacant lots and deteriorated vacant houses in support of



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neighborhood development and homeownership activities. Acquisitions must meet one of the following criteria:

- The lot is currently vacant and below City size standards for new construction of single-family housing. Therefore, it is being acquired to prevent the development of substandard housing that has the potential to lead to neighborhood disinvestment. Further, by acquiring this lot, the interests of the City in the neighborhood will be preserved.
- The lot is currently vacant and located in an area where patterns indicate the property is not likely to be developed in a manner which improves the surrounding neighborhoods. Therefore, the property is being acquired to prevent development inconsistent with City and neighborhood objectives.
- The lot contains a deteriorated structure that is unlikely to be rehabilitated or redeveloped in a manner consistent with City or neighborhood objectives. Therefore, the property is being acquired to eliminate a current or potential public nuisance as defined by Building Officials and Code Administrators International, Inc. (BOCA) National Property Maintenance Code.
- The lot contains a structure that is likely to sell at a reduced cost and be converted to inferior rental housing with a minimum level of improvement or repair. Therefore, the property is being acquired to eliminate an existing or potential blighting influence on the neighborhood.

**Accomplishments:**

*During this program year, the City and the HRHA acquired five (5) properties with CDBG funds. In addition, three (3) properties were purchased with City funds and two (2) with Neighborhood Stabilization Program (NSP) funds. The annual goal for this program was to acquire three (3) blighted units.*

*Over the course of the year, there were eight (8) Site Acquisition and Review Committee (SARC) meetings held. In these meetings, a total of 205 properties were brought before the committee for discussion. Of those properties, the HRHA was successful in negotiating 38 contracts and closed 27 properties during the program year. There were five (5) builders that submitted applications under the Preferred Builder Program. All of them were approved but one (1) decided to withdraw from the application process.*

**Demolition/Clearance:**

Demolition activities help to stabilize older areas of the City experiencing blight from deteriorated structures. The Codes and Compliance Department administers a contract to demolish deteriorated structures that are:

- Declared public nuisances (City and CDBG funds);
- Acquired blighted structures that are substandard; or,

- 
- Owned by persons who cannot afford the cost of demolition (CDBG funds).

**Accomplishments:**

*During this program year the City of Hampton Property Maintenance Division demolished forty-two (42) deteriorated structures. Of the forty-two (42) structures, fourteen (14) were demolished with CDBG funds and twenty-eight (28) with City funds. The goal for this program year was to demolish Ten (10) blighted units.*

**Disposition of Acquired Property:**

The City (through the Hampton Redevelopment and Housing Authority (HRHA)) has an extensive inventory of vacant property that was acquired to eliminate or prevent neighborhood blight. The City of Hampton in partnership with the HRHA developed a disposition policy for the redevelopment of these properties in a manner that contributes to long-term neighborhood viability.

**Accomplishments:**

*All properties in the CDBG property inventory were maintained with a combination of CDBG and City funds. City funds were expended to cover the maintenance costs that were no longer CDBG eligible as a result of the HUD Richmond CDBG programmatic change which took effect on July 1, 2004.*

*The overall goal for this activity was to reduce the CDBG property inventory, and to redevelop ten (10) in-fill sites for affordable housing. During the program year, three (3) lots were transferred to Habitat for Humanity for the construction of new homes; fourteen (14) lots were sold through the CDBG \$1.00 Lot Sales program to Builders to build affordable housing. In addition, four (4) homes were rehab and sold to low income buyers utilizing the Neighborhood Stabilization Program (NSP). The HRHA rehab five (5) homes and also sold them to low income buyers with the HOME subsidy and three (3) homes were rehab with the use of HOME funds and sold to low income buyers as well.*

*Significant staff time was spent to resolve issues associated with the HUD Office of the Inspector General (OIG) Audit of open CDBG Acquisition activities nation-wide. As a result, 54 CDBG lots were rezoned to the new R-1 zoning designation which will enable development on small lots (previously cleared of blighted/substandard housing). Three Requests for Proposals (RFP) for the development of new affordable housing were advertised. Unfortunately, due to market conditions and financial constraints, the HRHA did not receive any responses. Based on feedback provided from local builders/developers, the City and HRHA staff is working to revise the RFP package. Reducing the CDBG property inventory and ensuring that CDBG Acquisitions meet a CDBG National Objective will remain a priority for the City and HRHA for the FY2013-2014 program year.*



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### **Relocation**

This activity is to provide relocation assistance to persons displaced by the acquisition activity. Relocation assistance is provided in accordance with the Uniform Relocation Act and Section 104(d) requirements.

#### **Accomplishments:**

*During this program year there were no properties acquired that would trigger URA or 104(d) using CDBG or HOME funds. All transactions were voluntary sales that were vacant more than 90 days at the initiation of contract negotiations.*

### **Housing Programs**

This program promotes housing rehabilitation and preservation activities such as: (1) the Exterior Improvement Program; (2) the Emergency Repair Program; (3) Weatherization and Energy Efficiency Program; and, (4) the Wheelchair Ramp Program. The accomplishments for each program are as follows:

- **Exterior Improvement Program**

This program offers exterior repairs and improvements to owner-occupants who qualify as low income by HUD standards. Priority is given to applicants cited for violations by City of Hampton Property Maintenance Division. The program is designed to encourage residents to improve the exterior of their homes contributing positively to the overall appearance of their neighborhood and encouraging neighbors to do the same. The maximum Exterior Repair Grant is \$10,000 (forgiven at 20% per year over 5 years). Since the program began in 1990, 57 homeowners have received assistance.

#### **Accomplishments:**

*During the program year, two (2) Exterior Improvement project was approved. Staff continues to partner with other organizations to provide minor exterior repair assistance to low-income and elderly households. The City currently partners with Habitat for Humanity to sponsor a Hampton Home Repair Blitz in various neighborhoods throughout the city. During the program year, two blitzes were held – Rosalee Gardens area (Fall 2013) and Magnolia (Spring 2014). While no Federal funds were invested in the blitzes, the City was able to leverage local funds and volunteer labor to help fix and improve forty-five (45) homes to elderly and low-income homeowners.*

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- **Wheelchair Ramp Program**

This program offers assistance to non-ambulatory low-to-moderate income residents in need of wheelchair access to their home. HRHA currently partners with eligible organizations to provide volunteer labor to build wheelchair ramps. HRHA also uses private contractors to build wheelchair ramps, when volunteer labor is not available.



**Accomplishments:**

*The HRHA continues to evaluate ways to create additional partners that will offer volunteer labor so that more Hampton residents may be served. During this program year, six (6) wheelchair ramps were built with CDBG funds.*

- **Weatherization and Energy Efficiency Program (WEEP)**

This program offers assistance to homeowners by reducing their utility costs and improving their homes through energy efficiency measures. It provides weatherization and energy efficiency upgrades up to a maximum of \$25,000 (forgiven at 20% per year over 5 years). WEEP services benefit homeowners by reducing energy bills over the long term. On average, the value of the weatherization improvement to a house is 2.2 times greater than the cost of the improvement itself. Because the energy improvements that make up WEEP services are long lived, the savings add up over time to substantial benefits for weatherization clients and the City of Hampton.



**Accomplishments:**

*During the program year, seven (7) Weatherization and Energy Efficiency Program projects were approved.*

*Overall Accomplishments: The goal was to provide assistance to ten (10) housing units through the use of these Housing Programs. A total of fifteen (15) households were assisted with CDBG funds.*

**Housing Services (Rehabilitation Administration)**

This activity funds the direct project costs related to housing rehabilitation and homeownership activities undertaken by the Hampton Redevelopment & Housing Authority (HRHA) under the CDBG and HOME programs. Note: The City contracts with the Hampton Redevelopment and Housing Authority on an annual basis to administer the housing programs under the CDBG program and the entire HOME program. This activity covers direct program expenses such as rent for the portion of the facility occupied by CDBG & HOME program staff, staff



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costs, training, telephones, office supplies, etc. The annual goal for this activity was to provide rehabilitation administration for 39 housing units.

**Accomplishments:**

*Rehabilitation administration was provided for forty-five (45) housing units. In addition, eighty-three (83) prospective homebuyers participated in the homebuyer education and forty-seven (47) prospective homebuyers received pre-purchase one-on-one housing counseling offered by the Hampton Redevelopment & Housing Authority. Also, fifty-two (52) homeowners received home maintenance one-on-one housing counseling offered by HRHA.*

**Homebuyer Education**

HRHA provides education and counseling for potential homebuyers through a series of seminars and workshops involving lenders, realtors, loan closers and home inspectors. These workshops are performed in coordination with nonprofits, faith-based organizations and commercial businesses. Homebuyer seminars are provided at HRHA's office, the Rupperi Sargent City Administration Building and on site at rental communities to provide housing counseling and to market homeownership programs. Homeownership education programs are mandatory for those wishing to take advantage of HRHA, VHDA and FHA homebuyer financial programs.

**Accomplishments:**

*During this program year, HRHA held eight (8) Homeownership Seminars in Hampton. They were attended by eighty-three (83) prospective homebuyers, twelve (12) of which took advantage of the HRHA Homebuyer Assistance program (downpayment and closing cost assistance).*

**HRHA Housing Counseling Program**

This program provides One-on-One counseling to anyone who wants to learn about mortgage products, affordable housing opportunities, foreclosure prevention and financial assistance available through HRHA as well as to discuss their individual financial situation and any issues that could impact their ability to purchase. During the program year, the HRHA housing counselors served a total of one hundred and six (106) clients.

In addition to homebuyer education programs, HRHA also provided Financial Literacy workshops through the HRHA Financial Literacy Institute to help participants evaluate their financial situation and learn how to adjust their finances. In total, thirteen (13) participants were provided financial training.

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### **HOME Investment Partnership Program Housing Activities:**

#### **Homeowner Rehabilitation Deferred Loan**

This program promotes the rehabilitation of homes currently owned by low-to-moderate income homeowners. Funds are provided to eligible owner-occupants for housing rehabilitation to correct code deficiencies and make non-luxury improvements. Applicant's total income must be at or below 80% of area median income, based on household size as prescribed by HUD. Other criteria also apply.

The maximum HOME deferred loan is \$25,000. However, in the three (3) Hampton Housing Venture areas, the maximum deferred loan is \$50,000. The higher limit allows the HRHA to better leverage other investments that the City is making in target areas. A lien is placed on the property and is forgiven if the occupant lives in the house for 5 years (treated as a grant and earned 20% annually).



#### **Accomplishments:**

*During the program year, nine (9) applicants met the program criteria and were approved by the HRHA. This increased the total number of projects approved to 531 since the inception of the program. The goal for this program was to provide assistance to achieve the rehab of five (5) housing units.*

*During the program year, sixteen (16) applications were processed and seven (7) were denied and/or withdrawn due to over-income status, high debt to income ratio, or insufficient client documentation. HRHA staff continues to refer ineligible clients to other commercial housing rehab or financial services in the community to help homeowners with their rehab issues.*

#### **Homebuyer Assistance**

This program provides down payment and closing cost assistance to low income homebuyers purchasing new or rehabilitated homes owned by HRHA. The maximum assistance is \$20,000 or 20% of the sales price of the home. Homebuyers must participate in HRHA's Homebuyer Seminar or Homebuyer Club to qualify.

#### **Accomplishments:**

*During this program year, HRHA committed funds to twelve (12) homebuyers which exceeded the annual goal of eight (8) households for the program. Assistance has been provided to 163 homebuyers since the program's inception in 1994.*





#### **Acquisition and Rehabilitation**

This program promotes the rehabilitation of homes that can be sold to low-to-moderate income households. Funds are used by the Authority to acquire homes that are in need of rehabilitation. In most cases, homes that are acquired are in danger of becoming rental property in neighborhoods with very low homeownership rates. By renovating an existing structure HRHA is able to more quickly return a property to a safe, desirable, productive status. Once these homes are acquired, code deficiencies are addressed and other modifications are made so that the home becomes a contributor to the

neighborhood before being sold to a homeowner. Homebuyer's total income must be at or below 80% of area median income based on household size as prescribed by HUD.

#### ***Accomplishments:***

*During the program year, the HRHA undertook six (6) acquisition and rehabilitation projects. Of these projects, rehabilitation is complete on five (5) units, four (4) was sold, one (1) is currently for sale, and rehab is underway on the one (1) remaining unit. The goal for this program was to complete one (1) acquisition and rehabilitation project.*

#### **New Construction**

The HOME New Construction program allows quality design and construction for affordable housing. Specifically these funds are used to make new construction projects feasible when they otherwise would not be. This program proves that affordable housing does not mean low quality housing as the HRHA applies good architectural design to each home.

#### ***Accomplishments:***

*During this program year, the new construction goal was to construct two (2) housing units. HRHA has started pre-development activities for five (5) new housing to be completed in 2015.*

#### **Community Housing Development Organizations (CHDOs)**

CHDO's are private, nonprofit, community-based service organizations whose primary purpose is to provide and develop decent, affordable housing for the community it serves. Applications by interested parties are processed by HRHA for certification in the City of Hampton. This certification indicates that they meet certain HOME Program requirements and therefore are eligible to apply for funding.

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**Accomplishments:**

During the program year, HRHA continued to work with CHDOs to provide affordable housing by awarding HOME funds to carry out projects for new construction and acquisition/rehab of existing homes and rental properties. A new CHDO Contract in the amount of \$210,000 was awarded to the Peninsula Habitat for Humanity for the development of affordable housing in Hampton. In addition Habitat for Humanity completed two (2) new construction projects and one (1) rehabilitation project during the program year.

**Neighborhood Stabilization Program Activities**

In 2009, the City of Hampton secured Neighborhood Stabilization Program 1 funding through the Virginia Department of Housing and Community Development to acquire and rehabilitate 15 foreclosure properties in the Greater Wythe neighborhood, Old North Hampton neighborhood, and census tracts 104, 103.04, 103.08 and 118.

**Accomplishments:** To date include NSP properties acquired in the following areas:

Target Area	Address
Old North Hampton	915 Quash Street
	931 Quash Street
Greater Wythe I	233 Greenbriar Avenue
	406 Greenbriar Avenue
	415 Greenbriar Avenue
Greater Wythe II	619 Kentucky Avenue
	716 G Street
CT 103.04	28 Tupelo Circle
	31 Lake Field Crossing
	139 Fairmont
	4 South Lake Circle
	23 Sanlun Lakes Drive
	3 Lake Walk Crossing
	6 Kellering Lane
CT 104	3411 Sunnyside Drive



	3327 Sunnyside Drive 81 Joynes Road 16 Tallwood Avenue
CT 118	723 Milford Avenue

The City of Hampton also received Neighborhood Stabilization Program 3 funding in 2012 from the Virginia Department of Housing and Community Development to acquire foreclosed properties in census tracts 106.09, 113, 116 and 118. Funds will be used to acquire, rehabilitate and resell foreclosed properties to low and moderate income homebuyers. Accomplishments to date include NSP3 properties acquired in the following areas:

Target Area	Address
CT 118	159 Settlers Landing Road
CT 106.09	58 Cornwall Terrace
CT 104	214 Breckinridge Court
CT 104	109 McCall Court

**Break down of the CPD formula Grant Funds spent on grant activities for each goal and objective**

**If applicable explain why progress was not made towards meeting goals**

The City of Hampton's overall performance during the 2013-2014 program year was consistent with the 2011-2015 Consolidated Plan for Housing and Community Development. As discussed in a previous narrative, the City met or exceeded a majority of the housing goals set for this program year. In addition, funds still remain in several activities which will enable the City to continue meeting its goals. The following table (Table 1.2) provides an overview of the projected and actual accomplishments for each of the housing activities financed with CDBG and HOME resources this reporting period.

**Table 1.2: 2013-2014 CDBG and HOME Housing Activity Accomplishments**

Activity	2013-2014 Proposed Accomplishments	% Expended (as of 6/30/14)	2013-2014 Actual Accomplishments		
			Persons Assisted		Total
			Low Income (Less than 50% AMI)	Low to Moderate Income (50 - 80% AMI)	
Community Development Block Grant (CDBG) Program					
Acquisition	Acquisition of 3 properties	85%	—	—	5 blighted units acquired

Housing Programs	Assistance to 20 households	43%	7	6	2 exterior repairs, 6 ramps, 7 WEEP Projects
Revolving Loan Fund	1 housing unit	14%	--	--	No new loans awarded; Additional funds approved on an existing loan
Housing Services	39 housing units	98%	158	11	Rehab admin 24 units; Homebuyer admin 21 units; 130 homebuyer participants
Activity	2013-2014 Proposed Accomplishments	% Expended (as of 6/30/14)	2013-2014 Actual Accomplishments		
			Persons Assisted		Total
			Low Income (Less than 50% AMI)	Low to Moderate Income (50 - 80% AMI)	
HOME Investment Partnership Program					
Homeowner Rehabilitation	5 housing units	48%	7	2	9 housing rehab grants awarded
Homebuyer Assistance	8 homebuyers	47%	11	1	12 homebuyers assisted
Acquisition & Rehabilitation	1 unit acquired and rehabbed	42%			6 units – 4 sold; 1 for sale; 5 rehab complete; 1 underway
New Housing Construction	3 housing units	0%	—	—	5 new homes under predevelopment
CHDOs	3 housing units	35%	1	2	3 new homes constructed by Habitat for Humanity – 3 transferred to a homeowner

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<b>Racial / Ethnic Composition of Persons Assisted</b>	White (not Hispanic Origin)	7
	Black (not Hispanic Origin)	161
	American Indian / Alaskan Native	0
	Hispanic	1
	Asian / Pacific Islander	0
	Other	0
	<b>Total Persons Assisted:</b>	178
<b>Total Female Headed Households Assisted:</b>		165
<b>Families with Children:</b>		19
<b>Elderly Household:</b>		31
<b>Disabled Household:</b>		11

#### **Community Development Block Grant: Community Development Activities**

##### **Section 3 Business Development Program – CDBG**

On August 25, 2010, the HRHA Board of Commissioners approved the creation of the HRHA Entrepreneur's Club Program. The HRHA Entrepreneur's Club promotes business development by training low to moderate income residents of Hampton with entrepreneurial and employment training. The goal of the program is to educate participants through classes and educational activities designed to promote business development.

On June 27, 2012, the HRHA Board of Commissioners approved the expansion of the business development program to include teenagers ages 13-18 years old. HRHA has since developed the HRHA Teenpreneur Program, which will educate and promote business development among teenagers from low to moderate income families. The HRHA Teenpreneur Club is a program that introduces an entrepreneurial mind-set and skills to Hampton youth. It is a voluntary and interactive program designed to 1) raise awareness of entrepreneurship as a viable career option, 2) help youth develop the attributes and skills associated with entrepreneurship including: creativity, innovation, self-confidence, planning and risk-taking, and 3) motivate youth to pursue further study, exploration and consideration of entrepreneurship.



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**Accomplishments:**

This program year the HRHA partnered with Community Builders Network in Hampton to put on educational classes at scheduled times during the year. The partnership allowed HRHA to take advantage of the professional expertise of instructors and consultants who are well versed in the field of entrepreneurship. As a result, nine (9) youth participated in the Teenpreneur Club as follows:



<b>Racial / Ethnic Composition of Persons Participating</b>	White (not Hispanic Origin)	
	Black (not Hispanic Origin)	9
	American Indian / Alaskan Native	
	Hispanic	
	Asian / Pacific Islander	
	Other	
	<b>Total Persons:</b>	9
<b>Low Income Households (&lt;50% AMI)</b>		9
<b>Low to Moderate Income (50 - 80% AMI)</b>		9
<b>Total Female Headed Households:</b>		9
<b>Families with Children:</b>		9
<b>Elderly Household:</b>		0
<b>Disabled Household:</b>		0

**Partnership for a New Phoebus – Phoebus Commercial Revitalization**

The CDBG Program funds activities of the Partnership for a New Phoebus (formerly the Phoebus Improvement League). The Partnership receives CDBG funds to undertake special economic development activities in the Phoebus Business District. The mission of the Partnership is to remove blight, encourage preservation and rehabilitation, and encourage economic development.

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## PARTNERSHIP FOR A NEW PHOEBUS

**Accomplishments:** During this program year, the Partnership provided in-kind support to the Phoebus Fall Festival in the form of advertising production, web development and maintenance, and financial recordkeeping. At the same time, the Partnership successfully registered Hampton Cup

Regatta as a service mark, ensuring the event's protection. Using private funds, the Partnership initiated and paid for the entire process that led to the creation of the Phoebus National Historic District. Improving the look of the community, the Partnership continues its holiday decorating program. Although they rely on support from Hampton's Department of Parks and Recreation for the installation of banners, it's the Partnership that pays for materials and volunteers who complete the process.

*In addition to community outreach, the Partnership also create two (2) low-moderate income jobs:*

Signature Canvas Makers

*One part-time production sewer*

The Point at Phoebus

*Two full-time dishwashers*

*One full-time hostess*

### Little England Chapel Cultural Complex



The planning for the construction of a new facility to replace the existing Newtown Learning Center began approximately eight (8) years ago. Through a series of community meetings, the need for a large facility was identified. The new facility, which is located at the corner of Ivy Home Road and Kecoughtan Road contains community meeting space, computers, after-school programs for youth and programs for seniors.

#### **Accomplishments:**

*The goals for this center were as follows:*

1. Provide tutoring and enrichment for 60 low to moderate income youth. This goal was accomplished as approximately 160 youth were tutored. (Newtown-120/Little England Cultural Center-40)
2. Provide adult computer training to the community to improve the lives of 60 adults and seniors. This goal was accomplished with 65 seniors and adults benefiting. (Newtown-40/Little England Cultural Center-25)



3. Provide computer and educational training to 5 autistic and/or mentally challenged members in the community and at large. This was accomplished with 5 youth participating @ Newtown.
4. Provide summer enrichment and fun activities to at least 25 youth in the community and at large. This goal was accomplished with 55 participants. (Newtown-35/Little England Cultural Center-20)

#### **Patterson Avenue Extension**

The extension of Patterson Avenue from West Queen Street to Settlers Landing Road will be constructed in the Olde Hampton neighborhood. The extension is consistent with the Downtown Hampton Master Plan.

#### **Accomplishments:**

*The engineering design for the Patterson Avenue Road Extension was completed in program year 2013-2014. The construction of the road extension will be completed in program year 2014-2015. Note: The road extension is one component in a larger single-family and multi-family housing project sponsored by the HRHA.*

#### **Support Services to Neighborhood Center Programs**

A comprehensive listing of the programs and services available to youth in Hampton neighborhoods, through the Community Development Block Grant funded programs listed below. The current plan and service delivery model recently completed its eleventh year of operation. CDBG funding was allocated for operational costs and technical assistance to two neighborhood center programs (Newtown Learning Center and Y.H. Thomas) that serve primarily low and moderate income youth. Programs at these locations are in various stages of development and have received assistance based on their capacity to organize, develop programs, supply material resources, and operate their facilities. The overall goal for this activity was to provide services to two hundred and twenty five (225) youth.

#### **Y.H. Thomas Community Center**

The primary service area for the Center is the Old North Hampton Community, with programs and activities open to the residents of Hampton. The Community Center is available for use by neighborhood groups, city departments, community partners and other not for profit organizations. Activities offered at the Center include the following:

<b>Program:</b>	<b># of Attendance:</b>
Summer Playground	1,948
Youth Gym	2,865
Out of School Program	6,497
Trunk or Treat	550
Dine and Have A Good Time	53
50 Strong	355



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S.E.E.D.S.	514
Adult Open Gym	2,078
Community Meetings and Training	1,326
Hope for the Holidays	43
Kevin Swann Ministries	341
Academic Athletics	584
Stand Down for Homeless and Disable Veterans	393
Senior Health and resource Fair	98

The Center's hours of operation are as follows: Monday, Wednesday, Friday 9am-6pm; Tuesday and Thursday 9am-8pm; and, Sunday 4-7pm.

Accomplishments: Strengthening Educational Experiences to create Dynamic Students hold an event with a total number of attendees of 514 (465 Family Members and 49 Vendors, Presenters and volunteers). This was a free event that had information booth (community agencies). The sessions were interactive, with some of the focus on Safety issues to consider at Home; Back-to-School Eating Habits, Goodie bags for the parents and children and school supplies give away.



The Y.H. Thomas Community Center has been successful with improving existing programs without adding additional financial burdens to existing grant and local resources. The Center staff will continue to look for opportunities to involve citizens at every level of program planning and solicit feedback when making plans for the community center. They have successfully utilized volunteers to assist with special event programs and average over 1,500 hours of volunteer support. The community center had approximately 19,344 visitors last program year. The Center staff are working to improve their volunteer support for daily operations in an effort to add daily activities during operational hours and increase small group tutoring opportunities for children in need.



Additional resources leveraged include:

- The Hampton Parks and Recreation and Y.H. Thomas Community Center applied for and received a 3 year grant from Virginia Foundation for Healthy Youth totaling \$140,302. This grant funds program

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facilitators and supplies for positive action program implementation at after school programs across the city.

- The Board of Directors raises funds to supplement program expenses and provide snacks for the out of school program and other special event programming for the community.
- The Center staff work with the Old North Hampton Community Organization and Y.H. Thomas Athletic Association to leverage resources and partner to implement programs and activities at the community center. Old North Hampton Community organization has applied for and received \$2,000 in both 2013 and 2014 to support the S.E.E.D.S. Community Resource Fair.

#### *Newtown Learning Center/Little England Cultural Center*

The primary service area for the Center is the Newtown Community, with programs and activities open to the residents of Hampton. Activities offered at the Center include the following:

- Tutoring and Homework Assistance
- S.O.L. Study and Preparation Classes
- Thanksgiving Dinners Provided to Community
- Christmas Open House/ Community Outreach
- Book Club (Reading Development Program)
- Cultural Club/Etiquette
- Positive Action
- Smart Ones (Autism) Computer Classes
- Children's Fitness Program
- VA Cooperation Nutrition
- Black History Discovery Project
- Summer Playground Camp
- Summer Educational Camp (Math/English)
- Kids Café - 4,480 hot meals served
- Newtown Junior Golf
- Keys To The Future - tutoring
- Newtown Youth Leadership Development Group
- Open adult computer lab (Mondays 10am – 12pm)
- Children's Festival
- Youth Connect



The Center's hours of operation are:

- Monday – Friday, 9am – 6pm
- After School Programs: Monday – Thursday, 2:00pm – 6pm
- Adult computer class: Monday and Thursday, 10am – 12pm; Tuesday, 9:00am-12:00pm; Wednesday, 9:00am – 1:30pm





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**2. Describe the manner in which the recipient would change its program as a result of experiences**

During the 2013-2014 Program Year, no changes to the objectives of the Community Development Block Grant (CDBG) Program have occurred. The City did publish a series of Change of Use advertisements in the Daily Press with the goal of closing out open CDBG funded Acquisition activities.

**3. Summary of Impediments to Fair Housing Choice**

Fair Housing law prohibits discrimination in access to accommodation or services on the grounds of race, ethnicity, religion, gender and/or disability. Overt housing discrimination, bias and disparate lending practices are not evident in Hampton and the professional real estate organizations take the lead in training and oversight to ensure that the laws are understood and followed. The issues that could inhibit fair housing choice are (1) lack of information on access to housing resources, and (2) assistance if a fair housing violation has occurred.

**REGIONAL CONSIDERATIONS - HAMPTON ROADS COMMUNITY HOUSING RESOURCE BOARD PARTNERSHIP**

The cities will continue to partner with the HRCHRB to address the list of recommended actions under the Analysis of Impediments to Fair Housing Choice Hampton Roads Region, Virginia, July 2011. There are some issues of a regional nature that should be addressed on a regional basis, with recommended actions that will require all seven cities to work

cooperatively and collaboratively to eliminate housing discrimination. The list of recommended actions identified and selected to be undertaken in FY2013/2014 to eliminate potential impediments to fair housing choice in the Hampton Roads region is summarized below lead by HRCHRB members representing the seven cities: Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk and Virginia Beach.

**ACTION PLAN**

1. *Black households have greater difficulty securing mortgage loans than White households.*

**Action Step:**

- A. Encourage HUD-approved homebuyer counseling providers to continue this invaluable service for lower income and minority households. HUD approval denotes that a counseling agency meets industry standards and federal guidelines. This designation has increasingly become the benchmark for an agency's participation in various other public/private

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housing programs. Nonprofit counseling agencies that can demonstrate establishment in the community and at least one year experience can apply to HUD to gain approval.

1. The HRCHRB members will insure that the city websites maintain information connecting to a variety of educational resources, down payment and closing cost programs to help lower income and minority households make homeownership an investment to eliminate the potential impediment or barrier to buying.

**Outcome:** A coordinated effort to increase the number of homeownership.

**Action Taken by HRCHRB in 2013-14:**

Letters were sent by the Chair of HRCHRB to 12 different credit counseling agencies encouraging them to continue offering credit and mortgage loan product information and offering assistance from the HRCHRB if training was ever needed. The 12 agencies are listed below:

1. Chesapeake Redevelopment and Housing Authority – Chesapeake
  2. Clearpoint Financial Solutions, Inc. – Chesapeake
  3. Center for Child & Family Services – Hampton
  4. Clearpoint Financial Solutions, Inc. – Hampton
  5. Hampton Redevelopment and Housing Authority – Hampton
  6. Newport News Office of Human Affairs – Newport News
  7. Child & Family Services of Eastern Virginia – Norfolk
  8. HOMENET – Norfolk
  9. Southeastern Tidewater Opportunity Project of Hampton Roads – Norfolk
  10. Suffolk Redevelopment and Housing Authority – Suffolk
  11. Urban League of Hampton Roads – Virginia Beach
  12. James City County Office of Housing – Williamsburg
2. *The different policies and procedures established by each of the seven Section 8 Housing Choice Voucher Programs in the region make it very difficult for a voucher holder to port between the cities, thereby restricting fair housing choice.*

**Action Step:**

- A. Initiate inter-agency collaboration between the seven Section 8 providers. The first step should be to create a uniform set of porting regulations that would permit a voucher holder to move freely across the region. By establishing one Section 8 housing market, the individual provider agencies could greatly expand fair housing choice.
  1. Inform the group, Agencies Coming Together (ACT), to continue to collaborate in providing housing choice to the voucher holder to



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eliminate a potential impediment to fair housing in the region.

The group called ACT, Agencies Coming Together, consists of managers of the Section 8 Program and/or Public Housing from the Housing Authorities in the region. The ACT representatives are Stephanie Wright from Chesapeake, Candace Bowser from Virginia Beach, Pamela Jones-Watford from Norfolk, Leaurie Johnson from Norfolk, Gwen Blue from Franklin, Sharon Atkins from Newport News, Sybil Bullock from Suffolk, and Carol Thomas from Portsmouth.

Portability can be somewhat complicated but the short answer on how it is handled is if a person is eligible to port to another city (many factors dictate), the Housing Authority (HA) issuing the voucher generally brings the person in, updates their file, issues the voucher, faxes the required paperwork to the HA where the person/family wants to move to and then that HA schedules an appointment for them to come in, sign papers, briefs the family on their rules and issues the voucher and leasing paperwork in that City/County.

ACT indicated that the potential impediment described in the AI which states that Section 8 voucher holders must navigate seven sets of programmatic rules and regulations in order to port between the cities of Hampton Roads is incorrect. If a resident has a voucher, then they can port without having to reapply to another City. The local public housing authority must coordinate with the locality that the resident is porting to determine if they will 1) administer the voucher and bill the housing authority or 2) absorb the voucher. This step would not preclude the voucher holder from porting to a city of their choice.

**Outcome:** A coordinated effort to expand fair housing choice.

Action Taken by HRCHRB in 2013-14:

The HRCHRB Chair contacted ACT (Agencies Coming Together) it was determined that the process described in the AI was not totally accurate of how the porting process works in Hampton Roads. The various city agencies do interact with each other regarding clients receiving housing assistance. The Chair encouraged the ACT group to continue its coordination efforts.

3. *The lack of integrated, affordable and accessible housing is an impediment to fair housing choice for persons with disabilities.*

**Action Step:**

- A. HRCHRB should expand its membership to include rental property owners in an effort to engage them in designing and implementing methods of increasing competency on fair housing laws among this population.

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B. Continue to provide annual fair housing training to landlords and rental property management agents.

- Continue to support education of the public with regard to fair housing and to assist the public with connection to agencies that help with fair housing problems through continued publication of the Fair Housing Handbook in both English and Spanish and other activities.
- Continue the Fair Housing/Virginia Residential Landlord Tenant Act seminar.
- Collaborate with other agencies in the housing industry to educate members and staff on fair housing awareness, education and outreach.
- Sponsor a minimum two-hour training course class that is approved by the Fair Housing Board. The Virginia Department of Professional and Occupational Regulation (DPOR) Fair Housing Office and FutureLaw L. L. presenters will conduct classes regarding the Fair Housing Law.
- According to the Analysis of Impediments report, of the fair housing complaints received from the Hampton Roads region, disability was the most common basis for discrimination. HOME, Inc., a statewide fair housing organization, published a study that revealed that a number of new constructed multi-family housing developers were not in compliance to the FHAA design and construction accessibility requirements. Non-compliance, even in one feature, prevents families with disabilities from having a fair option to secure available housing.

To address this potential impediment, Endependence Center, Inc. a member of HRCHRB, proposes to collaborate with other disability organizations to hold an annual fair housing training targeted to landlords, property management agencies, developers, builders, architects, and local inspectors. This training would consist of 2 parts – one on the FHAA accessibility guidelines and the other on reasonable accommodations and reasonable modifications.

- Develop and maintain a website with information on fair housing and links to related websites.

**Outcome:** Educate and outreach to landlords and rental property management agents related to housing rights law and accessibility standards to continue fair housing awareness.

**Action Taken by HRCHRB in 2013-14:**

During the program year HRCHRB members coordinated or facilitated at least eight (8) training workshops/seminars in various cities in the Hampton Roads region with aggregate attendees of over 600. Several of the trainings were



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specifically targeted to educate attendees on accessibility issues and reasonable accommodations/modifications, to include the newly designated disability of Hoarding.

Additionally, the HRCHRB facilitated the production of its Fair Housing Handbook in Spanish and distributed a supply to each of the seven (7) cities in the region included on the HRCHRB.

4. *Virginia's Qualified Allocation Plan (QAP) provides incentives in the application process for (1) constructing new multi-family rental housing in qualified census tracts and (2) letters of jurisdictional support.*

**Action Step:**

- A. Send a letter to VHDA explaining how their LIHTC selection process is an impediment to fair housing. The letter formatted below will be submitted to VHDA and other agencies in the Hampton Roads area.
- B. When the new proposed AI regulations are published shortly in the Federal Register, the HRCHRB should send a comment letter to HUD explaining how the federal statutes of the Internal Revenue Service conflict with the federal statutes of HUD as they relate to developing new multi-family rental housing outside of impacted areas. The letter formatted below will be submitted to HUD and VHDA.

Outcome: Eliminating impediments to fair housing choice in the LIHTC selection process to the greatest extent possible at this time.

**Action Taken by HRCHRB in 2013-14:**

Letters were sent by the HRCHRB Chair to the Virginia Housing Development Authority (VHDA) regarding the points award process for Low Income Housing Tax Credits (LIHTC) applications and how it encourages increased concentrations of lower income persons in already impacted areas. A letter was also sent to HUD's General Counsel on Fair Housing regarding the points values system for LIHTC applications and how it contributes to potential impediments.

5. *Public transportation service in Hampton Roads restricts fair housing choice to members of the protected classes with limited service routes and hours.*

**Action Step:**

- A. Remain engaged in the regional planning efforts of the Hampton Roads Transit (HRT) to ensure that the fair housing implications of regional transportation are fully recognized and addressed as funding permits. A few of HRT's services are noted below:

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### **The MAX**

The MAX or Metro Area Express is a regional express service connecting commuters to cities across Hampton Roads. It offers an economical, stress-free, fast ride to work. The MAX is the answer to transporting throughout the region.

### **TRAFFIX**

TRAFFIX was established in 1995. Staff works with area employers to develop and implement transportation programs for their employees, assists in the development of dedicated park & ride lots such as the Park & Sail location in Portsmouth, and obtained funding to establish express bus service to Naval Station Norfolk, Smithfield and Williamsburg.

**Outcome:** Participation in regional planning efforts to continue existing routes and services.

### **Action Taken by HRCHRB in 2013-14:**

HRCHRB determined that six of the major cities in the Hampton Roads region continue to have a representative on the Hampton Roads Transit (HRT) Commission Board, which meets monthly. Meeting materials are made public via website access thus giving citizens and the HRCHRB the opportunity to stay up to date on the latest changes/improvements HRT has to offer. HRCHRB will continue to keep updated on HRT actions.

### **Accomplishments:**

*During the 2013-2014 program year, the City continued to be more proactive with regard to affirmatively furthering fair housing in Hampton. The City undertook the following activities:*

- *Proclaimed April as Fair Housing Month in the City of Hampton via a City Council Proclamation.*
- *Sponsored a Fair Housing Seminar for Hampton citizens in partnership with the Virginia Department of Professional and Occupational Regulation (DPOR) in April 2014.*
- *Distributed a Fair Housing Informational Flyer to all Section 8 landlords in April 2014.*
- *Distributed Fair Housing Booklets to Hampton citizens and CDBG subrecipients.*
- *Continued to be an active participant on the Hampton Roads Community Housing Resources Board (HRC HRB).*

During the program year, the Hampton Redevelopment & Housing Authority (HRHA) received HUD approval to demolish and dispose of 275 units of public housing units located at the Lincoln Park public housing development. As part of



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a Fair Housing efforts and initiatives. HRHA held a number of workshops with Lincoln Park residents to prepare them for the relocation out of public housing. These workshops focused on how to apply for an apartment; education on the housing choice voucher program and home maintenance.

In the upcoming program year, the City of Hampton will partner with the HRHA and the Virginia Fair Housing Office to provide additional training opportunities to ensure that residents are aware of their rights and responsibilities under the Fair Housing Act.

#### *Citizens' Unity Commission (CUC)*

The Citizens' Unity Commission (CUC) is a Commission of the City of Hampton with twenty members appointed by City Council. The Commissioners reflect the racial, ethnic, and geographic composition of the city.

The mission of the CUC is to:

- Increase public awareness about diversity issues and concerns.
- Promote the value of racial respect, understanding and harmony.
- Work to create a dialogue among cultural and racial groups.
- Work to dispel myths and misperceptions about various groups.
- Identify and monitor trends that impact diversity issues.
- Provide forums and programs to address citizen's concerns around diversity issues.



The Commission has developed a program that allows interaction among diverse groups and offers opportunities for honest dialogue. Its programs and activities address safety, judicial equity and intercultural communication. The Citizens Unity Commission also offers the Hampton Diversity College which is an eight-week course of multi-media, inter-active diversity education.

#### *Equal Opportunity Compliance and Consolidated Procurement Office*

The City's Equal Opportunity Compliance Officer is responsible for ensuring compliance with the Americans with Disabilities Act (ADA) in terms of making city programs, activities and services accessible to the disabled. He also identifies and eliminates practices that tend to have an unlawful adverse impact on protected population groups. The Equal Opportunity Compliance Officer also receives formal complaints and follows litigation in the furtherance of equality.

The Consolidated Procurement Office also plays an important role in outreach to minority and women owned business enterprises by maintaining a centralized computer inventory of certified minority and women owned business enterprises. The inventory sorts businesses by services, products, business size and ownership by women and/or minorities. Minority and women owned businesses are identified for inclusion in the City's inventory through: 1) referrals from third parties such as the Virginia Office of Minority Business Enterprise or the U.S. Small Business Administration Programs; 2) direct requests from minority and

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women owned businesses; 3) previous successful experiences with the City; and 4) affirmative outreach efforts sponsored by the City.

The Hampton City Council adopted a resolution approving the City of Hampton Minority and Women-Owned Business Program Plan. The City Manager reports the City's progress with respect to meeting the goals outlined in the plan to the Purchasing and Procurement Oversight Committee (PPOC) on at least a quarterly basis, and reports to City Council on at least a semiannual basis.

*Economic Development Department: Minority and Woman Owned Business Programs*

In partnership with the Purchasing and Procurement Oversight Committee (PPOC) and City leaders, the Minority Business Program staff work to increase opportunities for minority and women owned businesses within the city's procurement activities. The City has implemented strategies for removal of barriers that might impede minority and woman-owned business participation in the least restrictive manner.

The City of Hampton Small Business Directory is a resource for city and school staffers to utilize when securing quotes for small purchases and for contractors to use when seeking small businesses sub-contractors. The City Directory has over 400 state certified and city registered vendors offering various goods and services from engineering to janitorial services and more.

Minority Business Program staff have supported many outreach efforts to educate and inform local small businesses about the City program and business incentives.



*Hampton Redevelopment and Housing Authority (HRHA) also affirmatively furthers fair housing in the programs administered with HRHA and is committed to fairness and equal opportunities for individuals and groups covered*

by the Fair Housing Act. In cooperation with HRHA, the City is continually making a conscientious effort to secure small minority owned housing rehabilitation construction firms to participate in the City's housing rehabilitation programs. HRHA has incorporated a Fair Housing Rights and Responsibilities component into the Homebuyer Workshops, and a more aggressive marketing campaign of existing programs offered by the City and HRHA has been instituted.

#### **4. Obstacles to Meeting Underserved Needs**

The primary obstacle to meeting underserved needs is the limited funding resources available to address identified priorities. For the upcoming fiscal year, the City of Hampton faces a budget shortfall of \$7.2 million on the City side and \$8.9 million on the Hampton City School side. The City and School System are currently undertaking an extensive public outreach campaign to receive citizen



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input on service level reductions and potential tax rate increases. Another obstacle to meeting the needs of the underserved is the gap in what households can afford to pay for housing and the price of housing. Hampton has a significant affordable housing stock, yet the income level for some household types, such as single parent, elderly, disabled, or others of limited economic means, is often insufficient to afford even the lowest of the market-rate units.

Intensifying the impact of limited available funding is the current increase in local home foreclosures, increased unemployment, increased homelessness and risk of homelessness, and the need for increased supportive services for the growing population that is negatively affected by the economy and finds itself with fewer resources. As a result of the general economic downturn and a depleted tax base, the City of Hampton has experienced reductions in general funds and non-federal revenues that has left even fewer resources available to address growing needs.

The City of Hampton will continue to partner with other public agencies and nonprofit organizations, when feasible, to leverage resources and maximize outcomes in housing and community development.

#### **5. Leveraging Resources**

The City of Hampton has been successful in obtaining other public and private resources to address the needs identified in the 2013-2014 Consolidated Housing and Community Development Action Plan. While it is hard to assign a monetary value for several of the resources leveraged (i.e., volunteer hours at neighborhood centers, etc.), Hampton was able to leverage over \$2,286,891 in local and state resources and community service agencies to compliment CDBG and HOME-funded programs during the 2013-2014 program year. (See below)

#### **Summary of Other Resources Leveraged**

##### *Housing Programs*

The HRHA was able to leverage \$52,500 in VHDA REACH grant funds to support housing education and housing counseling services.

##### *Support Services to Neighborhood Center Programs*

The Hampton Parks and Recreation and Y.H. Thomas Community Center applied for and received a 3 year grant from Virginia Foundation for Healthy Youth totaling \$140,302. This grant funds program facilitators and supplies for positive action program implementation at after-school programs across the city.

##### *Curb Appeal Matching Grants*

The Curb Appeal Matching Grant program provides matching grants of up to \$5,000 or 50% of the total costs of improvement (whichever is less) to improve the exterior of properties located in Hampton Housing Venture neighborhoods. These incentives are available to all single-family and duplex residential property owners (owner-occupied and investor) regardless of income. Grants are

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available for short-term curb appeal projects that can be completed within 6 months and are consistent with the Curb Appeal Guidelines. A minimum of \$250 will be invested in each property, and only one Curb Appeal Matching Grant will be awarded per property. Eligible projects must include one or more of the following elements:

- Architectural Details – Addition, Repair and/or Restoration
- Exterior Paint and/or Façade Cleaning
- Doors and Shutters – Addition, Repair and/or Replacement
- Landscaping
- Decorative Entrance Features (i.e., entrance lighting, mailboxes, house numbers, etc.)
- Decorative Fencing
- Other (evaluated on a case-by-case basis)

This program is offered residents of the target neighborhoods regardless of income.

The program resulted in a total of 69 grants (\$162,247.00) as follows:

- Olde Hampton – 7 grants for a total of \$17,680
- Pasture Point – 15 grants for a total of \$23,427
- Sussex – 13 grants for a total of \$41,436
- Buckroe – 26 grants for a total of \$79,704

Home Repair Blitz – Rosalee Gardens & Magnolia

As a result of the partnership between Habitat for Humanity and the Hampton Redevelopment & Housing Authority, staff was able to host two Home Repair Blitzes during the program year – two blitzes were held – Rosalee Gardens area (Fall 2013) and Magnolia (Spring 2014). While no Federal funds were invested in the blitzes, the City was able to leverage local funds and volunteer labor to help fix and improve forty-five (45) homes to elderly and low-income homeowners. Over 480 volunteers assisted with both events for a total value of \$75,600 in donated labor.

#### **How HUD Funds Obtained Leveraged Other Resources**

In addition to the previous narrative, the City also allocated \$1,859,785 in local funds to the community service agencies that provide services for special needs populations:

2014 Funding to Outside Agencies

Organization	Amount Funded	Description
Center for Child and Family Services	\$16,974	Enhances the quality of life for families through professional counseling, education and support services
Children's Hospital of the Kings Daughter (CHKD) Child Abuse Center	\$20,581	Provides diagnostic assessment and treatment services to Hampton children and their families through the intervention of various community agencies
Downtown Hampton Child Development Center	\$100,809	Provides a quality, developmentally-appropriate preschool program for children ages three to five years whose parents are pursuing self-sufficiency
Foodbank of the Virginia Peninsula	\$30,729	Partners with neighborhood-based community service efforts to provide emergency food assistance to Hampton residents through a variety of programs
Hampton-Newport News Community Services Board	\$1,413,162	Provides a comprehensive continuum of services and supports prevention, recovery and self-determination for people affected by mental health, substance abuse and intellectual/developmental disabilities
The Dentbigh House	\$15,500	An innovative vocational rehabilitation program for individuals with brain injury
Hampton Ecumenical Lodging and Provisions (H.E.L.P.)	\$54,793	A cooperative, interfaith community service organization supplying emergency and transitional shelters, primary/preventive health care, food and financial assistance
Insight Enterprises	\$26,190	Provides services and programs to persons with disabilities enabling them to become independent
Mayor's Committee for People With Disabilities	\$15,400	An advocate for citizens with disabilities ensuring they receive the same rights and opportunities as those without disabilities
Office of Human Affairs (OHA)	\$50,000	Implements programs that foster self-sufficiency through educational, social, physical and economic development
Peninsula Agency on Aging (PAA)	\$45,848	Provides assistance to older citizens who desire to stay in their homes and communities
Organization	Amount Funded	Description
Star Achiever's Academy	\$10,291	A partnership between the business and educational communities
Transitions	\$59,508	A sole provider of comprehensive domestic violence services for victims in Hampton



		Newport news and Poquoson, and a co-service provider for York County.
<b>Total:</b>	<b>\$1,859,785</b>	

### Matching Requirements

During the program year, the City had an excess match from the prior Federal fiscal year of \$1,249,918.68. After meeting the match liability for the current year (\$80,900.44), the City has \$1,179,819.56 in excess match that will be carried over to next program year. The match generated this year (\$41,000) was as a result of volunteer labor on the three (3) houses constructed by Habitat for Humanity.

### MANAGING PROCESS

#### Compliance Requirements

The City administers the Community Development Block Grant (CDBG) and HOME Investment Partnership Program in a manner that complies with all local, state, and federal rules and regulations. The City is routinely monitored by the U.S. Department of Housing and Urban Development (HUD) to ensure that the City is complying with the CDBG and HOME program regulations.

During this fiscal year, the City also undertook an extensive citizen outreach process regarding the development of the City's FY2014 Operating Budget. This year, faced with a \$7.2 million shortfall, the City echoed the previous year and created more opportunities for citizens to participate in the budget process. The City also partnered with Hampton City Schools regarding the public outreach as they are facing an \$8.9 million shortfall. Community engagement has taken many forms, including, but not limited to:

- Presentations to community and employee groups
- Enhanced communications using tools like e-news and the City's web site,
- Surveys used to determine and gauge tolerance levels for cuts and tax increases,
- Public forums that allow participants to use keypad polling to express tolerance levels (late February/early March), and
- Online opportunities including polling and other input options.



In late February and early March, the City in partnership with Hampton City Schools hosted a series of budget forums whereby participants were given the opportunity to express their preferences regarding an array of proposed City and Hampton

City School service cuts. Hampton residents and businesses were invited to give their input during three forums:

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Tuesday, February 25<sup>th</sup>, 6:00 pm, Jones Middle School  
Thursday, February 27<sup>th</sup>, 6:00 pm, Bethel High School  
Saturday, March 1<sup>st</sup>, 9:00 am, Hampton High School

Citizen feedback is one critical measure in terms of evaluating the service portfolio. All of the services the City provides are funded based on demonstrated need and all have direct beneficiaries. Any service that is reduced or eliminated will have disappointed customers, who in many cases, will want to challenge the service reduction. Despite this fundamental fact, the City, nonetheless, must either scale back its service portfolio to respond to the revenue loss or increase the tax rate. Due to the significant budgetary shortfall, involving the larger community in the conversation about funding priorities took on an even greater importance.

The City's budget discussions have continued via a series of informal, City-sponsored budget chats. An online site devoted to this outreach effort was launched at [www.hampton.gov/ivalue](http://www.hampton.gov/ivalue). The site has information on all of the organizational and informal chats that have occurred to date, as well as survey results. Over 123 people attended the meeting, 726 participated online and approximately 317 were surveyed via telephone.

This, among other public outreach initiatives, is not specifically dedicated to the CDBG and HOME planning process. However, it is a means for the City to gather citizen feedback on priorities and projects. The information compiled as a result of citizen input is reflected in the decision-making process for activities funded through the CDBG and HOME programs.

## **CITIZEN PARTICIPATION**

\*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

### **1. Citizen Comments**

The draft CAPER for FY 2014 will be made public for citizens, organizations, non-profits, as well as other stakeholders beginning on August 28, 2014 and ending on September 25, 2014. The draft will be available for review at all Hampton Public libraries, City Hall – Community Development Department (5<sup>th</sup> floor), and on the City's website at [Hampton.gov/neighborhoods](http://Hampton.gov/neighborhoods). The public comment period and public hearing will be advertised in the Daily Press on August 28, 2013 and September 4, 2014.

### **2. Summary of Citizen Participation**

For the past 15 years, Hampton has engaged in grass roots citizen participation at the neighborhood level through outreach, organizing, planning and building partnerships - as contrasted with formal public hearings. In the development of the Consolidated Plan and Annual Action Plan, priority is given to decisions



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made and input offered through consistent citizen engagement that occurs within the Neighborhood Initiative, including staff attendance at civic association meetings, the Neighborhood Commission, community outreach meetings, and neighborhood planning processes. The City will work in the upcoming program year to update its Citizen Participation Plan to ensure that all interested citizens have an opportunity to participate in the process for developing the Consolidated Plan, Annual Action Plans and Performance Reports.

In addition to these efforts, a public hearing will be held to review the CDBG and HOME Programs performance and obtain the views of citizens on housing and community development needs. The public hearing will be held as part of the Hampton City Council Meeting on Wednesday, September 10, 2014 at 7:00 p.m. in City Council Chambers on the 8<sup>th</sup> floor of City Hall (22 Lincoln Street).

## **INSTITUTIONAL STRUCTURE**

### **Overcoming Gaps**

The Community Development Department of the City of Hampton is responsible for managing the vast network of public agencies, private service providers and local nonprofit organizations through which it carried out the Consolidated Plan. This department has had the lead responsibility of coordinating the development of the CP and the development and timely implementation of each annual action plan and CAPER. All City departments work under the policies approved by Hampton City Council and under the direction of the city manager.

In the internal administration of housing assistance and community development, the City of Hampton uses a collaborative process that focuses on neighborhoods, citizen services, public safety, housing and homelessness issues through a series of inter disciplinary organizational teams. The City of Hampton has recently undergone reorganization in order to streamline service delivery in those areas which contribute toward the adopted housing assistance and community development goals. Many of the contributing departments charged with achieving these goals were merged into a new department called Community Development. This department houses the formerly independent departments of Planning, the Neighborhood Office, Codes Compliance, and the Development Services Center (formerly Land Development Services). This new set of merged departments has assumed the frontline responsibility of administering the City's housing assistance and community development goals and objectives. The Housing and Neighborhood Services Division is responsible for administration of the City's Community Development Block Grant and HOME Investment Partnership Program activities. The Community Development Department has continued to work closely with its partners such as the Hampton Redevelopment and Housing Authority, Police, Fire, Parks and Recreation, Economic Development and Public Works.

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The larger integration of the Community Development Department activities with city departments, as well as other partner organizations, is coordinated through the Economic Vitality Cluster headed by an Assistant City Manager.

Other interdepartmental work teams which assist in accomplishing the housing assistance and community development activities include the Site Acquisition Review Committee which selects blighted property for acquisition and monitors reuse of the property for consistency with the neighborhood plans and HUD regulations. The Property Maintenance Division of the Community Development Department administers the blighted structures clearance program which is funded by CDBG and the Capital Budget. The Department of Parks and Recreation provides CDBG funded staff support to neighborhood center programs that serve primarily low and moderate income populations. The Economic Development Department is responsible for job retention and creation strategies, training, workforce development programs and Virginia Enterprise Zones. The Enterprise Zone programs direct new investment and job preferences into low and moderate income areas which are part of the Consolidated Plan's anti-poverty strategy.

The Hampton Redevelopment and Housing Authority (HRHA) is the lead local agency for housing. The City and HRHA coordinate housing policies and plans. The City contracts with the HRHA on an annual basis to administer the entire HOME program and the housing activities funded under the CDBG Program. The HRHA Board of Commissioners is a community-based board appointed by City Council. The HRHA Board establishes program guidelines for housing activities funded by CDBG and HOME, including the approval of rehabilitation loans, down payment assistance loans, and funding to Community Housing Development Organizations (CHDOs).

HRHA is also responsible for operating and maintaining public housing and operating the Housing Choice Voucher Program in Hampton. HRHA also owns and operates nonsubsidized affordable rental housing in Hampton, assisted in part with CDBG and HOME funding. HRHA also promotes homeownership for qualified public housing residents through self-sufficiency, housing counseling and working with other non-profit housing providers in providing affordable housing. HRHA works with financial institutions, including banks, on financing of affordable housing activities.

The Hampton Neighborhood Initiative and the Neighborhood Strategic Plan direct the community development policy direction for the Consolidated Plan and action plans and are the responsibilities of the Neighborhood Commission. The Neighborhood Commission is a 21-member body appointed by City Council with representation from neighborhood districts, institutions and businesses, schools, city government and youth.

The Neighborhood Commission reviewed the Consolidated Plan for consistency with the Neighborhood Initiative and the Community Plan. In addition, the Commission approves the Neighborhood Development Fund grant policies and projects. This grant program provides funding to neighborhood-serving



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organizations to implement neighborhood-based physical improvement projects.

Nonprofit providers are an integral part of the delivery of housing programs and services in Hampton, particularly for the homeless and other special populations. Hampton partners with the Hampton-Newport News Community Services Board, Transitions Family Violence Services, CANDI and others. The City, through its General Fund, assists some of these non-profits with their operational costs; CDBG and HOME funds have been used to assist with capital costs.

The Hampton Roads Planning District Commission (HRPDC), one of 21 Planning District Commissions in the Commonwealth of Virginia, is a regional organization representing this area's sixteen local governments. The purpose of the Planning District Commissions, as set out in the Code of Virginia, Section 15.2-4207 is "...to encourage and facilitate local government cooperation and state-local cooperation in addressing, on a regional basis, problems of greater than local significance." The HRPDC serves as a resource of technical expertise to its member local governments. It provides assistance on local and regional issues pertaining to economics, physical and environmental planning, and transportation. The HRPDC staff also serves as the support staff for the Hampton Roads Metropolitan Planning Organization, which is responsible for transportation planning and decision making in the region. As a Virginia Planning District, the HRPDC is also the Affiliate Data Center for our region; providing economic, environmental, transportation, census, and other relevant information to businesses, organizations and citizens.

## **MONITORING**

### **1. Monitoring Activities**

The City of Hampton has established a comprehensive set of standards and procedures to evaluate its own performance in meeting the goals and objectives outlined in the Consolidated Plan and the Action Plans, as well as the performance of CDBG and HOME sub recipients.

#### **Administrative Monitoring**

The City reports its performance in the annual Comprehensive Annual Performance and Evaluation Report (CAPER). The CAPER contains a summary of program year accomplishments, the status of activities taken to fulfill the strategic plan component of the Consolidated Plan, and an evaluation of progress made to address identified priority needs and objectives during the program year. One key part of the CAPER is the Integrated Disbursement and Information System (IDIS) Reports section. IDIS is a HUD-initiated financial and programmatic grants information management system, driven through a federal central processing unit system located in Washington, D.C., but connected nationally online. The system is a mandatory reporting instrument consistently



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used by the City. The City's IDIS reports show, in great detail, how the City's CDBG and HOME funds were spent to meet its stated goals and objectives.

### **Subrecipient Monitoring**

The City maintains a high standard in compliance and monitoring for CDBG and HOME subrecipients. Although the Community Development Department is responsible for managing the day-to-day operations of the City's CDBG and HOME programs and ensures that funds are used in accordance with program requirements, the monitoring of sub recipients is a joint effort between the Community Development Department and the Internal Audit Department. The primary goals of monitoring sub recipients are: (1) to ensure production and accountability; (2) to ensure compliance with CDBG and HOME requirements; (3) to evaluate organizational and project performance, and, (4) to offer technical assistance to sub recipients.

During monitoring, City staff must do three primary things: (1) identify aspects where the funding recipient is performing well, and areas of weak performance, (2) assess the recipient's compliance with program requirements and determine whether the recipient's records are adequate to document compliance, and (3) monitor compliance at the project, program, beneficiary and financial levels. In addition, the Community Development Department and Internal Audit Department staff evaluates the sub recipient's performance in the following areas:

- Activity funding
- Compliance with the terms of the CDBG and HOME Sub recipient Agreement, which established their responsibilities in administering the funds,
- Compliance with CDBG and HOME program requirements, and
- Compliance with Uniform Administrative Requirements

Effective monitoring is not a one-time event, but an ongoing process of planning, implementation, communication and follow-up. Therefore, the City's monitoring activities are distributed throughout the year. City staff strives to conduct an official monitoring of each funding recipient at least one time per program year. The City monitored the Phoebus Improvement League in the fall of 2013 and the Hampton Redevelopment and Housing Authority's financial records in the Spring 2014.

### **1. Monitoring Results**

The results for the monitoring of the City's funding recipients in the 2013-2014 program year are as follows:

*Hampton Redevelopment and Housing Authority (HRHA)*

The monitoring of the HRHA's programmatic activities is scheduled for fall 2014.

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#### *Phoebus Improvement League*

The next monitoring to be performed on the Phoebus Improvement League will be scheduled for Fall 2014.

#### Shell Gardens and Monterey Apartments

In June 2014, a monitoring of Shell Gardens and Monterey apartments was conducted. Eight (8) of forty (40) apartments in total were reviewed and inspected at Monterey Apartments and ten (10) of forty-eight (48) were reviewed and inspected at Shell Garden Apartments. The apartments were picked randomly and the HRHA, apartment staff and tenants were notified by the City of Hampton that a monitoring would take place.

Based on the review of tenant files and physical inspections, it was determined that both apartment complexes met the HOME program regulations regarding rental project compliance.

## **2. Self Evaluation**

The City of Hampton's overall performance during the 2012-2013 program year was consistent with the 2012-2015 Consolidated Plan for Housing and Community Development. As discussed in a previous section, the City met or exceeded a majority of the housing goals set for this program year, and funds still remain in several activities which will enable us to continue meeting our goals. In addition to funds received under the CDBG and HOME programs, the City and HRHA have also effectively leveraged an additional \$1,352,465 in other local and state resources to address strategic housing and community development concerns.

Tables 1.1 and 1.2 provide an overview of the projected and actual accomplishments for each of the housing activities financed with CDBG and HOME resources this reporting period. They also show how the City of Hampton provides decent housing and a suitable living environment and expanded economic opportunity principally to low and moderate income persons.

### **LEAD-BASED PAINT**

Energy efficiency improvements and lead-based paint hazards are addressed as part of all residential rehabilitation projects undertaken with federal funds. A cooperative effort between the Department of Health pediatric, environmental health staff, and the City Department of Codes Compliance addresses the risk of lead-based poisoning in children. The environmental health staff conducts home and property assessments, and the Codes Compliance Department enforces abatement actions to remove lead-based paint from the property. A locally produced pamphlet is also distributed by Health Department staff.

In addition, every child under the age of 6 that is in the care of the Hampton Health Department receives a yearly screening for the presence of lead. If elevated lead levels are found, then additional testing is completed. A LPN then follows the child's progress in accordance with the State protocols regarding



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elevated lead levels (education, follow-up, home visits, etc.). The LPN also does education on the sources of lead in the home, etc. On occasion, private doctors report cases of elevated lead levels in children to the Hampton Health Department. When this occurs, the LPN follows the same procedures as with Health Department clients. The Health Department keeps statistics on the number of Health Department and private doctor's patients (if reported) with elevated lead levels. Although staff could not release the number of elevated lead cases without authorization, they did indicate that elevated lead levels in children has not been a big issue in Hampton.

Hampton also has an active and coordinated program to identify and to address lead-based paint as part of the rehabilitation program administered by the HRHA. Applicants for loans are provided with a pamphlet about lead-based paint, "Protect Your Family from LEAD in Your Home" prepared by the Environmental Protection Agency. Applicants for rehabilitation loans are required to sign a "Notification - Watch Out for Lead-Based Paint Poisoning" at the close of on-going rehabilitation activities. Housing projects involving the rehabilitation of structures built prior to 1978 are tested for lead-based paint and, when present, required abatement procedures are followed. COMP Grant funds have been utilized to test for and abate lead-based paint hazards in public housing units. CDBG funds will continue to address lead-based paint abatement in residential rehabilitation activities.

## HOUSING

### HOUSING NEEDS

\*Please also refer to the Housing Needs Table in the Needs.xls workbook.

According to the data presented in the Housing Market Analysis of the CP, the supply of affordable housing in Hampton continues to be adequate. Therefore, the City's priority needs focus on improving the quality of the existing housing stock for both renters and owners and enhancing the viability of the neighborhoods in which the housing is located.

During the 2013-2014 fiscal year reporting period, the City of Hampton and the Hampton Redevelopment and Housing Authority (HRHA) utilized CDBG and HOME funds for the continuation of residential rehabilitation activities that assist low to moderate-income homebuyers as well as existing low-income homeowners (refer to table 1.1). See pages five (5) through seventeen (17) of this report for detailed information regarding the City's CDBG and HOME funded housing program accomplishments.

### SPECIFIC HOUSING OBJECTIVES

See Housing Needs section.

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## PUBLIC HOUSING STRATEGY

The Capital Fund Program is an entitlement grant program administered by the Department of Housing and Urban Development (HUD). Funds are provided annually to housing authorities on a formula basis to make capital improvements and to upgrade the management and operations of existing public housing developments. To receive funds, the Hampton Redevelopment & Housing Authority (HRHA) submits a grant package to HUD for special project requests. Based on the availability of funds and the number of public housing units in the housing stock, HUD uses a formula to determine the amount of the grant. These funds are the principal resource to support modernization and improvement projects for the public housing complexes in Hampton.

The Hampton Redevelopment and Housing Authority (HRHA) is required, as part of the Capital Fund Program, to develop an overall needs assessment of modernization, restoration, and revitalization. This on-going evaluation is projected over a five-year period and updated annually. In addition, the HRHA is required to carry out a general survey of each development listing major work categories to be addressed to ensure the long-term viability of the project. In this survey, only physical improvement items of a capital nature are considered. Additional information regarding modernization for these units is included in the Hampton Redevelopment & Housing Authority's Public Housing Agency Plan.

During the program year, the HRHA received HUD approval to demolish and dispose of 275 units of public housing units located at the Lincoln Park public housing development. Built in 1969, the 275 unit development is the most physically distressed site in the HRHA federal portfolio, with aged systems and infrastructure. As part of a Fair Housing efforts and initiatives, HRHA held a number of workshops with Lincoln Park residents to prepare them for the relocation out of public housing. These workshops focused on how to apply for an apartment; education on the housing choice voucher program and home maintenance.

### *North Phoebus Townhouses, Lincoln Park and Lincoln Towers*

HRHA owns and manages the following public housing developments to provide low/moderate income families with affordable housing: North Phoebus Townhouses (100 units), Lincoln Park (163 units), Lincoln Towers (112 units), and scattered-site single-family homes (12 units). Unit sizes range from one bedroom to five bedrooms. Participants have a choice of paying the lesser of 30% of income for rent or the flat rent based upon the apartment size.

### *Langley Village*

HRHA owns and manages the public housing development, which provides 146 units of public housing to low/moderate income elderly persons. Unit sizes range from one to two bedrooms. Participants have a choice of paying the lesser of 30% of income for rent and utilities or the flat rent based upon the apartment size.



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#### *Foot Patrols*

HRHA contracts with the City of Hampton's Police department to provide foot patrols over and above what would normally be provided by the police department. HRHA and the Hampton Police Department coordinate a schedule for officers working in pairs in HRHA public housing communities. Officers provide daily reports to staff. Foot patrol officers have been responsible for apprehending several suspects wanted on felony charges.

#### *Section 8 and Housing Voucher Program*

The Hampton Redevelopment and Housing Authority administers 2742 Housing Choice Vouchers and 75 Mainstream (for persons with disabilities) Vouchers to assist families with rent and utilities in privately owned rental housing. In addition, the Authority has 325 Veterans Assisted Supportive Housing (VASH) vouchers. Participants pay an average of 30% to 40% of adjusted gross income for rent and utilities. Rental assistance is provided to Extremely Low/Very Low income families at 30% or 50% of median income. The Authority receives subsidy from HUD to pay the remainder of rent.

#### *Section 8 Homeownership Program*

HRHA administers the Section 8 Housing Choice Voucher Homeownership Program. Twenty-five Housing Choice Vouchers have been set aside to provide homeownership opportunities to Section 8 participants enrolled in the Family Self-Sufficiency Program.

### **Public Housing Resident Initiatives**

The mission of HRHA's service programs is to "present opportunities to residents of Authority-owned housing and other program participants to maintain/achieve self-sufficiency and independence". The Authority provides linkages to education, training and employment through partnerships with local service providers. Elderly and disabled residents have access to on-site staff to facilitate their referral to appropriate services.

#### *Family Self-Sufficiency Program*

HRHA offers public housing and Section 8 residents an opportunity to participate in the Family Self-Sufficiency (FSS) Program, which coordinates supportive services and collaborates with other community programs to provide career training and education, job readiness training and employment services, and 1<sup>st</sup> time homebuyer education and opportunities. The HRHA Family Self-Sufficiency staff provides participants with the necessary support to successfully transition off public assistance.

### **BARRIERS TO AFFORDABLE HOUSING**

The City of Hampton is currently in the process of updating its Analysis of Impediments to Fair Housing Choice (AI). Once completed, the document will include several action items that will potentially affect funding priorities and strategies. In the interim, the City will continue activities that upgrade the existing

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affordable housing stock and promote neighborhood revitalization.

There remains an adequate supply of affordable housing in Hampton. However, much of this stock is aging and in substandard condition. With a full understanding of the local demographic and housing landscape described in the Housing Needs and Housing Market Analysis sections of the CP and the extent to which affordable housing is necessary for community vitality, the City of Hampton has expended considerable effort during the last five years to enhance the quality of affordable housing and improve the viability of neighborhoods. However, an assortment of factors beyond the control of the city has affected the local housing market, including outside forces, inherent barriers and changing circumstances.

Affordable housing barriers for low- and moderate-income residents living in Hampton are the result of a combination of factors including market barriers, physical barriers and a lack of services to certain areas and populations. In particular, these barriers include (but are not limited to) the following items.

- **Market barriers:** The Hampton Roads region has been largely excluded from this decade's housing boom and subsequent bust, as evidenced in the Housing Market Analysis section of the CP. The market's isolation from the large-scale housing crisis hollowing out cities across the country has protected it from a large spike in foreclosure rates. However, the City of Hampton continues to have, on the average, lower housing values than elsewhere in the region. Lower housing values and market rent rates make multi-family development less economically feasible for investors who need to achieve adequate rentals to retire debt and create a reasonable return. In the end, higher-end housing that could help loosen the market cannot be economically built, and lower-cost development cannot occur without subsidy.
- **Lack of developable land:** The City of Hampton is built-out, with only a few developable parcels remaining. This limits the City's housing development activity primarily to the reuse, recycling or redevelopment of what remains.
- **Potential housing discrimination:** As demonstrated in the Housing Needs section of the CP, Hampton has experienced a rapid and dramatic expansion of diversity during the last 20 years. This demographic shift has created the potential for housing discrimination on the basis of race or origin, which limits fair and affordable housing options for minority households. The potential for limitations on fair housing is being fully analyzed as part of the development of the AI.

The City's policy responses to each of the potential barriers identified above, especially those regarding fair housing, will be updated as part of the Hampton Roads Regional Analysis of Impediments to Fair Housing Choice. The report will



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combine demographic and housing market information with a review of city laws, regulations and administrative policies, procedures and practices affecting the location, availability and accessibility of housing, along with the public and private conditions affecting housing choice.

Several of the public policies that negatively impact affordable housing in Hampton are not under the control of City government. Nonetheless, the City is an active and supportive partner to area nonprofit housing developers and other organizations involved in the creation of affordable housing opportunities for local residents. In addition to a willingness to work with developers, the City implements several programs and initiatives to address existing barriers to affordable housing that can be supported through the use of federal funds. During the next four years this will include the acquisition, demolition and rehabilitation of abandoned and deteriorated structures, accessibility improvements to existing structures, homeownership assistance and new construction coordinated through CHDOs.

#### **HOME/ AMERICAN DREAM DOWN PAYMENT INITIATIVE (ADDI)**

### **HOMELESS**

#### **HOMELESS NEEDS**

\*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

##### **1. Actions Taken Addressing Homelessness**

The City participates on the Greater Virginia Peninsula Homelessness Consortium (GVPHC) which coordinates services and prepares needs statements in an effort to avoid duplication of services and fill gaps in the provision of services and housing. The efforts of the GVPHC include the cities of Hampton, Newport News, Poquoson, Williamsburg and the counties of James City and York. This Council, which is comprised of area service providers and local government representatives, annually prepares and submits to HUD the Virginia Peninsula Continuum of Care Statement. The prioritized projects in the annual Greater Virginia Peninsula Continuum of Care Statement demonstrate a commitment to service expansion and housing, targeting people with special needs and difficult to engage homeless individuals while maintaining successful gap reduction efforts to avoid creating needs where effective services exist. Targeted populations primarily benefiting from projects include: victims of domestic violence, persons with HIV/AIDS, mental illness, substance abuse disorders, and veterans.

##### **1. Transitioning to Permanent Housing**

The current number of permanent housing beds designated for chronically homeless (CH) individuals and families is as follows:



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- *Permanent housing beds currently in place for chronically homeless persons - 78*
  - *In 12 months, number of permanent housing beds designated for chronically homeless persons that are planned and will be available for occupancy - 86*
  - *In 5 years, number of permanent housing beds designated for chronically homeless persons that are planned and will be available for occupancy - 110*
  - *In 10 years, number of permanent housing beds designated for chronically homeless persons that are planned and will be available for occupancy - 135*

The Continuum of Care's (CoC) short-term (12-month) plan to create new permanent housing beds for persons that meet HUD's definition of chronically homeless is as follows:

In 2009, HUD provided the region \$1,621,309 of Continuum of Care grants, of which \$1,364,913 was for permanent supportive housing. The 2012 award was \$1,943,137 with \$1,365,356 for permanent housing for homeless individuals and families.

The CoC's long-term (10-year) plan to create new permanent housing beds for persons that meet HUD's definition of chronically homeless is as follows:

The CoC will continue to utilize all available funds including the PH Bonus to create new CH beds each year. They will receive \$150,000.00 over a three year period from Peninsula Community Foundation to create the GVPHC Housing Crisis Hotline, which will serve as the region's coordinated assessment and referral system in compliance with the HEARTH Act. The Hotline was launched in 2014 and will function as part of the rapid exit response to individuals and families facing homelessness. The numbers above assume additional 8 beds for Onward 2 and 5 more with Onward 3 being filled by July 2014. An assumption of at least 4 new beds per year is made. The CoC is also part of a regional effort to develop The Healing Place, which provides housing and rehabilitation services for those experiencing substance abuse and homelessness. An undetermined amount of beds will be available to those from the Greater Virginia Peninsula. Service providers will continue to identify and address the specific needs of the CH, review those persons currently housed using CoC funds and transition highly successfully persons into non-HUD funded permanent housing freeing up beds for more CH individuals. These strategies together with continuous advocacy for the CH population are expected to create or identify existing beds in the community to meet the needs of the CH population.

The Greater Virginia Peninsula has a long history of applying for, and receiving, funding from HUD for permanent housing targeting chronically homeless. Over 75 beds have been created since the focus on ending chronic homelessness began. The CoC also has a 22-bed Safe Haven as well as a 76-bed SRO that

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were some of the very first kind of these programs across Virginia. 35 of the current CH beds are managed by the Hampton-Newport News Community Services Board, which offers intense wrap-around services for each individual so that successful outcomes are almost guaranteed. If the CoC continues to maintain high performance and implement best practices, the beds should increase by at least 3 each year to meet the need of the chronically homeless population. By ensuring the CoC has set-aside beds at The Healing Place, providers can prioritize the CH population receiving the intensive substance abuse recovery that is needed for many to successfully maintain housing.

## 2. Homeless SuperNOFA

Not Applicable.

### SPECIFIC HOMELESS PREVENTION ELEMENTS

#### 1. Identify actions taken to prevent homelessness.

##### Homelessness Prevention

- *Current percentage of participants remaining in CoC-funded permanent housing projects for at least six months – 87%*
- *In 12 months, percentage of participants that will have remained in CoC-funded permanent housing projects for at least six months – 89%*
- *In 5 years, percentage of participants that will have remained in CoC-funded permanent housing projects for at least six months – 92%*
- *In 10 years, percentage of participants that will have remained in CoC-funded permanent housing projects for at least six months – 94%*

The CoC's short-term (12-month) plan to increase the percentage of participants remaining in CoC-funded permanent housing projects for at least six months to at least 80% or higher is as follows:

The CoC has consistently exceeded HUD's minimum threshold for this objective. The Program Monitoring Committee closely monitors client exit data and develops strategies to prevent negative outcomes through year-round APR reviews of each project. The SCAAN Committee conducts case coordination around specific clients who are at risk of program failure to increase self-sufficiency and stability of permanent housing. Both committees focus on the support services that are critical for high barrier clients served by Permanent Supportive Housing programs and successfully link them to other benefit programs and services needed for long-term stability and to prevent relapse into homelessness, such as the Homeless Prevention Program (state-funded). Veteran Affairs will continue to ensure that those veterans housed through the HUD VASH programs have case management services that promote and maintain recovery and housing stability.



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The CoC's long-term (10-year) plan to increase the percentage of participants remaining in CoC-funded permanent housing for at least six months to 80 percent or higher is as follows:

The CoC PH providers will continue to improve upon the network of support systems through collaboration and the implementation of best practice programs, utilizing prevention and re-housing funds available. The SCAAN Committee is a forum for inter-agency case management that meets bi-weekly to ensure necessary resources for each household to obtain self-sufficiency. The CoC believes that addressing client issues through case management and housing has been the driving force in meeting the objective to remain in housing. The Program Monitoring Committee will continue to consistently assess projects and the work performed to ensure that participants remain in Permanent Supportive Housing for six months or longer. The Housing Resources Committee recruits affordable housing providers and works with SCAAN Committee to provide after-care case management to ensure housing stability for all participants placed.

#### **Transitional Housing (TH)**

- *Current percentage of participants in CoC-funded transitional housing projects that will have moved to permanent housing – 90%*
- *In 12 months, percentage of participants in CoC-funded transitional housing projects that will have moved to permanent housing – 95%*
- *In 5 years, percentage of participants in CoC-funded transitional housing projects that will have moved to permanent housing – 100%*
- *In 10 years, percentage of participants in CoC-funded transitional housing projects that will have moved to permanent housing – 100%*

The CoC's short-term (12-month) plan to increase the percentage of participants in CoC-funded transitional housing projects that move to permanent housing to 65 percent or more is as follows:

The CoC has two TH projects that are CoC-funded: NEXT STEP (39 beds) and Avalon (36 beds). Avalon is planning to apply to HUD to change their TH program to a Transitions in Place by July 1, 2013. This will increase the percentage by 5%, making it 95%, by the FY2013 CoC application.

The CoC's long-term (10-year) plan to increase the percentage of participants in CoC-funded transitional housing projects that move to permanent housing to 65 percent or more is as follows:

Transitions Family Violence Services has plans to apply to HUD to change their TH project to a Transitions in Place by July 1, 2014. Thus, 100% of CoC-funded TH projects should be TIP, considered PH, by the FY2014 CoC application.

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## Employment

- Current percentage of participants in all CoC-funded projects that are employed at program exit – 36%
- In 12 months, percentage of participants in all CoC-funded projects that will be employed at program exit – 37%
- In 5 years, percentage of participants in all CoC-funded projects that will be employed at program exit – 39%
- In 10 years, percentage of participants in all CoC-funded projects that will be employed at program exit – 42%

The CoC's short-term (12-month) plan to increase the percentage of participants in all CoC funded projects that are employed at program exit to 20 percent or more is as follows:

The CoC has focused its efforts to increase employment by increasing training for case managers to better link clients to the appropriate services. Several agencies hired Employment Specialists who offer monthly work readiness classes and collaborate closely with the Virginia Employment Commission, which offers an array of services, job training, and benefits. LINK partners with Workforce Development and offers training to all service providers for clients to practice interviewing, prepare resumes and assist with job searches. Re-entry Councils in each jurisdiction focus on ex-offenders and work with the Parole Officers to utilize Mainstream Benefits to assist with employment searches. Hampton Department of Human Services sponsors two job fairs open to all providers within the CoC and approximately 100 homeless clients participated in the last two. All DHS agencies require that their clients receiving Food Stamps or TANF attend job education and training programs.

The CoC's long-term (10-year) plan to increase the percentage of participants in all CoC funded projects that are employed at program exit to 20 percent or more is as follows:

In the past year, the GVPHC has partnered with community foundations to explore public-private partnerships that will employ homeless clients. The CoC will continue its collaboration with the Virginia Employment Commission to develop strategies that target the homeless population and assist them to increase their income and find employment opportunities. The VEC created an Advisory Council whose goal is to meet and collaborate on a quarterly basis with employers to identify and refer the most qualified veterans for positions within the companies represented. The Prisoner Re-entry Council and the GVPHC are working together to increase employment opportunities for exoffenders through collaboration and local training programs. A Day Services Center in Hampton will open in 2013 and offer a city-wide access point for homeless to receive services, including employment opportunities.



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### Homeless Individuals and Families

- Current total number of homeless households with children as reported on the most recent point-in-time count - 63%
- In 12 months, what will be the total number of homeless households with children? 60%
- In 5 years, what will be the total number of homeless households with children? 45%
- In 10 years, what will be the total number of homeless households with children? 25%

The CoC's short-term (12-month) plan to decrease the number of homeless households with children is as follows:

Collaboration amongst service providers is key to pool resources and capacity to prevent households from becoming homeless. 5 agencies receive \$399,141 of ESG funding that is partially used for prevention funds. 4 CoC agencies were recently awarded \$362,365 in state HSG grant funds to rapidly re-house families and individuals, while a 6-jurisdiction partnership is in place to implement the \$25,000 state Homeless Prevention Program so that equal access and distribution is guaranteed. In addition, SCAAN effectively leverages community resources to assist homeless households to provide case coordination, linking families to a variety of benefits, housing and support services. In FY2012 SCAAN placed 24 households with children. Hampton DHS specifies a local preference for turnover vouchers dedicated to family reunification/foster care prevention and housed 11 families in the past year.

The CoC's long-term (10-year) plan to decrease the number of homeless households with children is as follows:

The CoC will continue to utilize and expand on the regional Prevention Resources Team (PRT) that was developed by HPRP providers to plan the best use of all sources of funding. The SCAAN committee continues to house those identified during the 1,000 Homes Campaign and has housed 15 individuals since April 2012. In Hampton, a new Day Services Center with a strong housing support component will be fully operational in 2013 and will provide housing assistance and support where families and individuals can access a variety of services to help maintain or find housing. The Analysis of Impediments for the region did not find any significant barriers to fair housing choice except for the 2003 citing of the lack of affordable housing in Newport News. Final HPRP APR data demonstrates that of the 465 total assisted through HPRP, 327 (70%) were at risk of homelessness at program entry and were permanently housed at program end.

#### CoC Collaboration – Families with Children

No families with children under 18 years of age are denied entrance into any homeless shelter within the CoC that serves families. Staff at each agency are trained how to identify the various needs of each child upon intake. Within the

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past two years, several agencies, including ES and TH, have redesigned certain units for large families as more are presenting with multiple children. Families are never separated when brought into shelter or TH and are always guaranteed placement into one unit to remain together. In seasonal shelters, families are put into separate churches from singles and are kept together. Each seasonal winter shelter has its respective department of human services (DHS) at each shelter nightly to do intakes on the families with children that enter. The respective DHS/CPS also opens a case on these homeless families to secure educational and other needs of the children that are in the shelter. If the household is headed by a grandparent, efforts are made through DHS to locate the parents and reunite the children with the parents when appropriate, securing mainstream benefits and other resources (e.g. family unification vouchers when available).

### **Homelessness among Veterans**

The VA Medical Center provides a Veterans hotline, outreach, case management, various supportive housing and rehabilitation programs for homeless veterans. The CoC has a strong, collaborative partnership with the various VA programs. The CoC participates in the annual VA CHALLENGE survey to offer feedback on the VA's performance. The Hampton-Newport News CSB manages the regional Wounded Warrior program, making contact with approximately 200 veterans/family members each month. Other programs within the CoC that serve veterans include: the VA Domiciliary for rehabilitation; Malachi House (TH for women with children); The Salvation Army (TH for single men); Disabled American Veterans (which hold Stand Down events twice each year); and LINK of Hampton Roads (7 bed community residential treatment program for chronically homeless veterans). VA staff attend various CoC subcommittees and administered Vulnerability Index surveys to homeless veterans during the 1,000 Homes Campaign in March 2014. These efforts align with several CoC strategic goals; in particular those pertaining to utilizing Housing First models, collaborations to avoid discharging into homelessness, and emphasizing and implementing regional cooperation and partnerships to provide the best solutions. Going forward, the CoC will update its 10-Year Plan with specific objectives and activities to be fulfilled that target the veteran population and preventing and ending homelessness within it.

### **Youth Homeless Population**

The GVPHC has seen an increase in youth being served in all homeless programs and is focusing efforts to prevent homelessness and rehouse households with children. Each Department of Human Services works closely with service providers to house families that present as homeless to locate shelter and other resources. DHS also manages the Foster Care programs for youth through age 21 and manage their independent living transition plans. The region hosts a Lesbian, Gay, Bisexual and Transgender center where youth can drop and link with services. The center has noted an increase of LGBT youth presenting for help from the Greater Virginia Peninsula and is considering supportive housing options targeting LGBT. Regional youth shelters are always contacted by DHS when an unaccompanied youth is in need of shelter. Family homeless agencies



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collaborate with Project HOPE VA, which works to identify unaccompanied homeless youth in Virginia public schools and connect them with necessary resources and support services to address their homelessness. Collaboration with Project HOPE-VA provides data to determine the size and scope of the youth homeless population in the region. The GVPHC Leadership Team collaborates with providers that make up the Youth Committee to target homelessness awareness programs and educate the public. Going forward, the CoC will update its 10-Year Plan with specific objectives and activities that target homeless youth, within families and unaccompanied.

#### **EMERGENCY SHELTER GRANTS (ESG)**

**Not applicable.**

### **COMMUNITY DEVELOPMENT**

#### **COMMUNITY DEVELOPMENT**

Due to the diverse nature of the residents living in Hampton, the City's non-housing community development needs are varied and disparate, but there are some common elements. There are needs for public infrastructure improvements and neighborhood facility improvements throughout the area. In addition, there are significant social service needs that are not adequately addressed.

Primarily, the City of Hampton is concerned with stabilizing and revitalizing its LMI neighborhoods. A neighborhood where the housing stock as a composite mirrors the average housing values of the region is economically stable and can attract private-sector investment. This arrangement is a sustainable one, in which a neighborhood becomes less dependent on scarce local government resources.

An additional issue is the limited reach of public transit, which makes transportation for those with lower incomes and those without cars a significant problem, ultimately leading to limited access to employment centers, health care centers and other goods and services. There are also economic development needs within the area. However, the limited amount of CDBG resources and the extensive competing demands for these resources severely restricts the number and type of projects that can be undertaken. Beyond these broad categories, there are specific needs within neighborhoods such as economic revitalization, street improvements, streetscape improvements, sidewalk improvements, removal of architectural barriers and parks and recreation improvements.



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### **Support Services to Neighborhood Center Programs**

A comprehensive listing of the programs and services available to youth in Hampton neighborhoods, through the Community Development Block Grant funded programs listed below. The current plan and service delivery model recently completed its twelfth year of operation. 2013-2014 CDBG funding was allocated for operational costs and technical assistance to two neighborhood center programs (Newtown Learning Center and Y.H. Thomas) that serve primarily low and moderate income youth. Programs at these locations are in various stages of development and have received assistance based on their capacity to organize, develop programs, supply material resources, and operate their facilities. Accomplishments for the program year were as follows:

#### *Y.H. Thomas Community Center*

The primary service area for the Center is the Old North Hampton Community, with programs and activities open to the residents of Hampton. The Community Center is available for use by neighborhood groups, city departments, community partners and other not for project organizations. Activities offered at the Center include the following:

- Fun @ 1300 Out of School Program (Kids Café)
- Hampton Parks and Recreation Summer Playground Program
- S.E.E.D.S. Family and Community Resource Fair
- Trunk or Treat
- Stand Down for Homeless and Disabled Veterans
- Annual Thanksgiving Day Dinner
- Hope for the Holidays
- Community Meetings and Training
- Job readiness assistance and training (Urban League of Hampton Roads)

The Center's hours of operation are as follows: Monday, Wednesday, Friday 9am-6pm; Tuesday and Thursday 9am-8pm; and, Sunday 4-7pm.

#### ***Accomplishments:***

*Enrollment in the After School Program has been steady at approximately 51 students, 15 teen mentoring participants and 51 in the Summer Playground Program. During the program year, a total of 8,855 youth and adults participated in programs offered at the Center.*

The Y.H. Thomas Community Center has been successful with improving existing programs without adding additional financial burdens to existing grant and local resources. The Center staff will continue to look for opportunities to involve citizens at every level of program planning and solicit feedback when making plans for the community center. They have successfully utilized volunteers to assist with special event programs and average over 1,500 hours of volunteer support. The community center had approximately 19,344 visitors last program year. The Center staff are working to improve their volunteer support for daily

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operations in an effort to add daily activities during operational hours and increase small group tutoring opportunities for children in need.

Additional resources leveraged include:

- The Hampton Parks and Recreation and Y.H. Thomas Community Center applied for and received a 3 year grant from Virginia Foundation for Healthy Youth totaling \$140,302. This grant funds program facilitators and supplies for positive action program implementation at after school programs across the city.
- The Center staff work with the Old North Hampton Community Organization and Y.H. Thomas Athletic Association to leverage resources and partner to implement programs and activities at the community center.

#### *Newtown Learning Center/Little England Cultural Center*

The primary service area for the Center is the Newtown Community, with programs and activities open to the residents of Hampton. Activities offered at the Center include the following:

- Tutoring and Homework Assistance
- S.O.L. Study and Preparation Classes
- Thanksgiving Dinners Provided to Community
- Christmas Open House/ Community Outreach
- Book Club (Reading Development Program)
- Cultural Club/Elituelle
- Positive Action
- Smart Ones (Autism) Computer Classes
- Children's Fitness Program
- VA Cooperation Nutrition
- Black History Discovery Project
- Summer Playground Camp
- Summer Educational Camp (Math/English)
- Kids Café – 2,800 hot meals served
- Newtown Junior Golf
- Keys To The Future - Tutoring
- Newtown Youth Leadership Development Group
- Open adult computer lab (Mondays 10am – 12pm)
- Children's Festival
- Youth Connect

The Center's hours of operation are Monday – Friday, 9am – 6pm

- After School Programs: Monday – Thursday, 2:00pm – 6pm
- Adult computer class: Monday and Thursday, 10am – 12pm; Tuesday, 9:00am-12:00pm; Wednesday, 9:00am – 1:30pm



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**Accomplishments:**

*The accomplishments for the Center were as follows:*

- 162 youth received tutoring and homework assistance
- 90 youth participated in enrichment programs (S.O.L. Study and Preparation Classes, Reading Development, Summer Playground)
- 5 Special Needs adults participated in Computer Classes
- 65 seniors and adults received computer training

**Section 3 Business Development Program – CDBG**

On August 25, 2010, the HRHA Board of Commissioners approved the creation of the HRHA Entrepreneur's Club Program. The HRHA Entrepreneur's Club promotes business development by training low to moderate income residents of Hampton with entrepreneurial and employment training. The goal of the program is to educate participants through classes and educational activities designed to promote business development.

On June 27, 2012, the HRHA Board of Commissioners approved the expansion of the business development program to include teenagers ages 13-18 years old. HRHA has since developed the HRHA Teenpreneur Program, which will educate and promote business development among teenagers from low to moderate income families. The HRHA Teenpreneur Club is a program that introduces an entrepreneurial mind-set and skills to Hampton youth. It is a voluntary and interactive program designed to 1) raise awareness of entrepreneurship as a viable career option, 2) help youth develop the attributes and skills associated with entrepreneurship including: creativity, innovation, self-confidence, planning and risk-taking, and 3) motivate youth to pursue further study, exploration and consideration of entrepreneurship.

**Accomplishments:** This program year the HRHA partnered with and contracted the Small Business Development Center in Hampton and the Community Builders Network in Hampton to offer educational classes at scheduled times during the year. The partnership allowed HRHA to take advantage of the professional expertise of instructors and consultants who are well versed in the field of entrepreneurship. As a result, nine (9) youth participated in the Teenpreneur Club and eighteen (18) adults participated in the Entrepreneur's Club.

HRHA Staff also participated in the Peninsula Entrepreneur Forum held at the Thomas Nelson Community Workforce Development Center. This forum afforded HRHA staff to network with potential future partners. HRHA staff also received a \$7,500 Department of Housing and Community Development micro-enterprise planning grant geared toward creating ways to fill the need for micro-loans to micro-enterprise organizations in Hampton.

**Partnership for a New Phoebus – Phoebus Commercial Revitalization**

The CDBG Program funds activities of the Partnership for a New Phoebus (formerly the Phoebus Improvement League). The Partnership receives CDBG funds to undertake special economic development activities in the Phoebus

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Business District. The mission of the Partnership is to remove blight, encourage preservation and rehabilitation, and encourage economic development.

**Accomplishments:**

*In addition to community outreach, the Partnership also create two (2) low-moderate income jobs:*

*Signature Canvas Makers*

*One part-time production sewer*

*The Point at Phoebus*

*Two full-time dishwashers*

*One full-time hostess*

**Little England Chapel Cultural Complex**

The planning for the construction of a new facility to replace the existing Newtown Learning Center began approximately eight (8) years ago. Through a series of community meetings, the need for a large facility was identified. The new facility, which is located at the corner of Ivy Home Road and Kecoughtan Road contains community meeting space, computers, after-school programs for youth and programs for seniors.

**Accomplishments:**

*The construction of the building was completed at the end of the program year 2011-2012. A ribbon cutting ceremony was held on July 10, 2013. Funds were expended during this program year for the completion of punch list items, LEED certification, and final construction invoices.*

**Patterson Avenue Road Extension**

The extension of Patterson Avenue from West Queen Street to Sellers Landing Road will be constructed in the Olde Hampton neighborhood. The extension is consistent with the Downtown Hampton Master Plan.

**Accomplishments:**

*The engineering design for the Patterson Avenue Road Extension was completed in program year 2013-2014. The construction of the road extension will be completed in program year 2014-2015. Note: The road extension is one component in a larger single-family and multi-family housing project sponsored by the HRHA.*



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### **Housing Reinvestment & Grant Administration**

Neighborhood Planning provides an opportunity for community members to study their neighborhood and decide how to work together to make it a better place to live, work and play. The process considers physical, social, and civic issues that affect the quality of life in our neighborhoods. Under this activity, neighborhood facilitators provide coaching, facilitation, and technical assistance to neighborhood organizations and individuals involved in planning/outreach, organizing and projects.



This includes: facilitating and recording planning/implementation meetings providing technical support regarding resources, referrals, and general information coaching leaders/team members through planning/implementation process. Priorities and strategies of planning efforts in Buckroe, the North King Street corridor, Newtown, Greater Wythe, Sussex, Old North Hampton, Phoebus, Olde Hampton and Pasture Point have provided valuable guidance to this planning effort. This activity also includes CDBG and HOME grant planning and administration.

#### **Accomplishments:**

*Staff provided neighborhood facilitation and technical assistance to neighborhood organizations as well as, creating the following partnership and community program for LMI individuals:*



*Home Repair Blitz – During the program year, two (2) Exterior Improvement project was approved. Staff continues to partner with other organizations to provide minor exterior repair assistance to low-income and elderly households. The City currently partners with Habitat for Humanity to sponsor a Hampton Home Repair Blitz in various neighborhoods throughout the city. During the program year, two blitzes were held – Rosalee Gardens area (Fall 2013) and Magnolia (Spring 2014). While no Federal funds were invested in the blitzes, the City was able to leverage local funds and volunteer labor to help fix and improve forty-five (45) homes to elderly and low-income homeowners.*

### **ANTIPOVERTY STRATEGY**

The City of Hampton is committed to eliminating poverty through making housing more affordable, preserving the condition and availability of existing housing stock, and helping citizens build assets of all kinds: human, social, financial, physical and natural. To this end, the City and its community partners have incorporated an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency.

In addition to supporting the initiatives of local organizations that serve low-income residents by providing emergency shelter, transitional housing and social

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services; the city administers programs that aim to mitigate poverty and the problems associated with it. The City has directly impacted some of poverty's primary causal factors – poor-quality housing, expensive housing, lack of education, unemployment, low income and ill health – by utilizing its resources, including housing stock, social services provided by sub-recipients, employment opportunities, public health guidance and the educational system. The multiple aspects of the programs run by the City and its sub-recipients, when working in concert, have had the ability to reduce the number of households with incomes below the poverty level.

The City of Hampton's chief anti-poverty objective is to provide families with the opportunity to improve their economic conditions through prevention and intervention investments. Indirectly, almost any initiative that improves the economic base, job skills and health of the community has contributed to anti-poverty efforts, but only strategies directed, at least in part, specifically to that population group will be included as anti-poverty strategies. The City's strategies achieving this include the following:

- Supporting the Healthy Family Partnership. Hampton's key strategy for breaking the cycle of poverty is by providing services as a partnership between the public and private sectors to ensure that every child in Hampton is born healthy and enters school ready to learn.
- Creating new jobs in sectors where pay rates are above minimum-wage rates to increase opportunities for low-income workers to move into higher income ranges. New job creation combined with already low unemployment rates will add significantly to employment prospects in Hampton.
- Providing job training and support as a partnership with other agencies and the private sector. When the number of new jobs increases, employment prospects improve for everyone. An impediment to employment and work progress for many low-income residents is a lack of skills or resources to secure and maintain employment. All agencies involved in anti-poverty strategies and economic development place a high priority on the need for employment training. The emphasis has shifted to include both job skills training, which enable the unemployed and those on welfare to take a job in a specific industry, and general skills that enable people to maintain employment.

More specifically, the City addressed, and will continue to address, poverty prevention and mitigation through the following activities, none of which are funded with the City's CDBG or HOME allocations.

- The Peninsula Chamber of Commerce has focused on workforce development in response to a need for skills training in the area of timekeeping, personal appearance and interpersonal skills. The Chamber provides a conduit linking business, industry and government needs with



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the education providers through a School to Work program and its workforce development initiatives.

- The Greater Peninsula Private Industry Council, through funding from the Job Training Partnership Act, offers courses on various job training skills such as secretarial, medical office clerks, security guard, manufacturing and home-building skills such as carpentry, masonry, plumbing, wiring and HVAC.
- The Peninsula Workforce Development Center (PWEDC) is a joint effort of Hampton, Newport News, Poquoson, Williamsburg, James City County, York County and Thomas Nelson Community College (TNCC). It provides employer-driven workforce services designed to prepare the Peninsula's citizens to be productive members of a world-class workforce. PWEDC provides customized training, professional and industry certifications, skill assessments and much more. The One-Stop Career Center provides a comprehensive set of employment, education and training services for employers, employees, job seekers and students.
- The Center for Child and Family Services also provides services that complement Hampton's strategies to prevent poverty. The Center provides counseling and referral services to individuals, families and organizations. It sponsors Consumer Credit Counseling Services of Hampton Roads, which provides debt management, budget counseling, reverse mortgage counseling and representative payee services. In addition, the Center sponsors VisionPoint, a career development program to help prepare youth ages 14-21 for productive adult lives. Youth explore careers, develop employable skills and are linked with adult education following high school.

#### NON-HOMELESS SPECIAL NEEDS

#### NON-HOMELESS SPECIAL NEEDS

##### Priorities and Specific Objectives

The City of Hampton has continued to serve its special-needs populations, as specifically described in the following section, through a strong regional network of public, private and nonprofit housing and service providers. In particular, the City promoted physically accessible housing through partnerships with nonprofits, appropriate agencies and advisory committees in Hampton.

The Continuum of Care's (CoC's) efforts in coordinating with and/or assisting in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, shelters, or other McKinney-Vento homeless assistance housing programs is as follows:



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#### *Foster Care:*

Youth services (also known as the Independent Living Program) assists foster care youths ages 14-21 in developing the skills necessary to make the transition from foster care to independent living. Examples of independent living skills are career exploration, job skills, money management, housing, transportation, and legal issues. Within the CoC, departments of human (social) services coordinate transition plans for each youth aging out of foster care through the age of 21. Service teams meet each month and work with local housing resource agencies to identify housing in connection and proximity to employment and/or education. Key staff within social services ensure these youth are not discharged into homelessness and they report and discuss these issues at ILP meetings with partner agencies, as well as at the monthly Commission on Homelessness meeting.

#### *Health Care:*

The Veterans Affairs (VA) Medical Clinic and the Community Services Boards are the only publicly-funded health care facilities within the CoC. The discharge planning for patients treated for mental health is described in detail under that question. Within the CoC, the VA Homeless Outreach Coordinator and Housing Coordinator attend various CoC meetings and actively participate with other service providers to locate housing for those brought to the SCAAN committee, including those being discharged from the VA. The VA has a partnership with The Salvation Army that provides transitional housing for 60 persons. In addition, the VA receives an allotment of HUDVASH vouchers within the CoC and manages a hotline for any veteran in crisis. The CoC implemented a hospice program for veterans in 2008 that provides housing and care for the last six months of their life if they have no other option. The VA is committed to its five year plan to end homelessness among the veteran population and provides regular updates to the CoC on their housing and support programs that work toward this goal.

#### *Mental Health:*

Each year the Virginia Department of Behavioral Health and Developmental Services, in coordination with each of the local Community Services Boards (CSBs), develop a Performance Contract. In this, the CSB and the state bind each other to the expectations of Discharge Protocols for Community Services Boards and State Hospitals, available at <http://www.dbhds.virginia.gov/documents/OMH-DischargeProtocols.pdf>. This protocol holds accountable the state and CSB for planning for housing and residential services upon discharge from state mental health facilities. It also has a specific protocol when discharge to shelter or other temporary housing is unavoidable due to clinical need for release and client preference for discharge to shelter. CSBs provide case managers (liaisons) to begin discharge planning when an individual is admitted to a state facility. Discharge assistance funds are also available for payment for housing and services upon release to assist with avoiding discharge to homelessness.

#### *Corrections:*

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The Virginia Department of Corrections has worked under a governor's mandate to organize regional Re-entry Councils across the State to improve community collaborations with the Corrections system for persons leaving correctional facilities. The Operating Procedure can be found at: <http://www.vadoc.state.va.us/about/procedures/documents/800/820-2.pdf>. This document outlines the transition team, their responsibilities around discharge planning for each individual, and how to collaborate for special needs cases when developing a plan for release and/or treatment. Within the CoC, the Probation and Parole representatives from different jurisdictions participate on the GVPHC and special events as requested. They provide updates and resources for agencies struggling to serve ex-offenders as well as collaborate with housing providers for options available to ex-offenders.

All of the City's program offerings that are supported by federal funds were targeted to assist low- and moderate-income individuals, many of whom fall into special needs categories. Special needs populations are targeted in some of the City's planned activities, such as the Section 3 entrepreneurial and employment training for Housing Choice Voucher holders, public housing residents and hundreds of at-risk youth who will benefit from the City's investment in its neighborhood center programs.

The City carried out the following program activities related to special-needs populations:

- **Section 3 Pilot Program**  
A program to assist Public Housing and Housing Choice Voucher residents with entrepreneurial and employment training. Program was expanded to include 13 – 18 year olds. This program educates and promotes business development among low to moderate income teenagers.
- **Support Services to Neighborhood Center Programs**  
Operational costs and technical assistance to neighborhood center programs at Newtown and Y.H. Thomas Community Center.
- **Wheelchair Ramp Program**  
This program provides lumber and other materials for low-to-moderate income residents in need of wheelchair access to their home.

#### **SPECIFIC HOPWA OBJECTIVES**

**Not applicable.** The City of Hampton is not a HOPWA recipient.

#### **OTHER NARRATIVE**

**Not Applicable.**



City of Hampton, VA

Agenda Review

File Number: 14-0354

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0354

Request Number: R-2014-00384

File Type: Resolution

Department: City Attorney

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective: 9/10/2014

Status: Received By Clerk's Office

Created By: Lesa Yeatts

Phone:

Requestor:

Phone:

Presenter: Steve Shapiro/Lesa Yeatts, Building  
Official/Sr. Deputy City Atty

Phone:

Title: Resolution to Create the Fox Hill Townhome Rental Inspection District

Action Requested: Adopt Resolution

Estimated Time: 10 min.

Indicators:

Advertised:

Fiscal Notes:

Attachments:

Date

Acting Body

Action

9/2/2014

Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

Over the last year the City has received complaints about the condition of units at Foxhill Townhomes. The owners have addressed the majority of the issues. However, the City still has concerns about the property due to the number of units (252), their age (built in 1971), their assessed value (\$2,595,400.00) and the number of violations existing when the property was inspected (twenty-two City Violations). After analysis, staff has concluded that the property satisfies the criteria to be designated as a Rental Inspection District. This Resolution establishes the Foxhill Townhomes Rental Inspection District.

LEGISLATION TEXT:

## RESOLUTION

**WHEREAS**, The Hampton City Council has the authority, pursuant to Code of Virginia, § 36-105.1:1, et seq. to establish one or more rental inspection districts within the City of Hampton, and to adopt an ordinance to inspect rental dwelling units within the districts for compliance with the Building Code to promote safe, decent and sanitary housing for its citizens;

**WHEREAS**, The Hampton City Council has advertised for and held a public hearing to consider adoption of a rental inspection district to be known as the Foxhill Townhomes District;

**WHEREAS**, the proposed rental Foxhill Townhomes District is as follows:

**Foxhill Townhomes District** – starting at the south-east corner of 1777 Old Buckroe Rd, proceed west 160 ft, then north 90 ft, then west 550 ft, then south-west 455 ft along the back of 13, 15, 16 Rosser Dr., then proceed 600 ft south-south-east, then proceed south-east 410 ft along the back of 77, 76, 74 Manilla Ln and 66 Franktown Rd. proceed south 185 ft then east 395 ft then north-east 265 ft and east 155 ft along the boundary of the City of Hampton soccer fields and parking lot where it meets Old Buckroe Rd. Proceed north along the west side of Old Buckroe Rd to the point and place of beginning.

**WHEREAS**, based upon the evidence presented through the staff report and by testimony of staff including, the Rental Inspection District Map and the comments of the public at the public hearing, City Council finds that there is a need to protect the public health, safety and welfare of the occupants of dwellings inside the Foxhill Townhomes District;

**WHEREAS**, City Council further finds that the residential rental dwelling units within the Foxhill Townhomes District are either:

- (a) Blighted or in the process of deteriorating; or
- (b) are in need of inspection by the City to prevent deterioration, taking into account the number, age and condition of the residential rental dwelling units; and

**WHEREAS**, City Council further finds that the inspection of the residential rental dwelling units inside the Foxhill Townhomes District is necessary to maintain safe, decent and sanitary living conditions for the tenants and other residents living in the District.

**NOW, THEREFORE**, BE IT RESOLVED that the City Council hereby establishes the Foxhill Townhomes District as defined above, based upon the findings set forth above.

**NOW, THEREFORE**, BE IT FURTHER RESOLVED that the Rental Inspection District Map considered by Council, showing the Foxhill Townhomes District described above is hereby adopted.

**NOW, THEREFORE**, BE IT FURTHER RESOLVED that the rental inspection program set forth in Chapter 9 of the Code of the City of Hampton, Article VIII, shall, immediately be effective in the Foxhill Townhomes District.





City of Hampton, VA

Agenda Review

File Number: 14-0355

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0355

Request Number: R-2014-00385

File Type: Ordinance - Coded

Department: City Attorney

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective: 9/10/2014

Status: Received By Clerk's Office

Created By: Lesa Yeatts

Phone:

Requestor:

Phone:

Presenter: Steve Shapiro/Lesa Yeatts, Building  
Official/Sr. Deputy City Atty

Phone:

Title: Ordinance to Amend and Reenact Chapter 9, Article VIII of the Code of the City of Hampton Entitled "Identification and Inspection of Rental Dwelling Units".

Action Requested: Adopt ordinance

Estimated Time: 10 min.

Indicators:

Advertised:

Fiscal Notes:

Attachments: Redline Version  
Power Point

Date  
9/2/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

Over the last year the City has received complaints about the condition of units at Foxhill Townhomes. The owners have addressed the majority of the issues. However, the City still has concerns about the property due to the number of units (252), their age (built in 1971), their assessed value (\$2,595,400.00) and the number of violations existing when the property was inspected (twenty-two violations). After analysis staff has concluded that the property satisfies the criteria to be designated as a Rental Inspection District. This ordinance adds the Foxhill Townhomes Rental Inspection District to the list of districts contained in Sec. 9-42 and updates the map to reflect the addition of this district.

Additionally, careful review of the Code of Virginia indicates that all amendments to a Rental Inspection District Ordinance require a public hearing. Due to the public interest in this subject and out of an abundance of caution, the amendments to Chapter 9, Article VIII pertaining to notification, inspection and

penalties, that were adopted last month have been advertised and included again in this ordinance for adoption following the public hearing.

LEGISLATION TEXT:

ARTICLE VIII. – IDENTIFICATION AND INSPECTION OF RENTAL DWELLING UNITS

...

DIVISION 2. RENTAL INSPECTION DISTRICTS

...

**Sec. 9-242. Rental Inspection Districts**

Based upon the findings of City Council as set forth in section 9-241 above, the following areas are included and hereby declared to be rental inspection districts which are subject to the requirements of this article immediately:

**North Phoebus District** – starting at the intersection of Old Buckroe Rd and Taylor Ave running northeast on Old Buckroe Ave., proceeding 100 ft. past the intersection of Old Buckroe Rd. and Sherwood Ave., running on an imaginary line southeast along the back of the parcels that front Sherwood Ave. to its intersection with N Mallory St.; running southwest on N Mallory St. to its intersection with Taylor Ave.; running northwest on Taylor Ave. to the point and place of beginning.

**Shell Road Corridor and South Wythe District** – starting at the intersection of Settlers Landing Rd. and Armistead Ave.; running south along S. Armistead Ave. to its intersection with Victoria Blvd.; running south-west along Victoria Blvd. to its intersection with Cottonwood Ave.; running south-east along Cottonwood Ave., which turns into Claremont Ave., to its intersection with Chesapeake Ave.; running south-west along Chesapeake Ave. to its intersection with Pear Ave.; running north-west along Pear Ave. to its intersection with Victoria Blvd.; running south-west along Victoria Blvd. to its intersection with the boundary between Hampton and Newport News; running north-west along boundary line to its intersection with Aberdeen Rd.; running north-west along Aberdeen Rd. to its intersection with I-664; running north-east along I-664 to its intersection with Kiwanis St.; running south along Kiwanis St. to its intersection with Plum Ave.; running east then south along Plum Ave. to its intersection with W. Pembroke Ave.; running north-east along W. Pembroke Ave. to its intersection with Settlers Landing Rd.; running east along Settlers Landing Rd. to the point and place of beginning.

**South Phoebus District** – starting at the intersection of S Mallory St. and Mellen St.; running south-east along Mellen St. to its intersection with Willard Ave.; running south-west along S Willard Ave. to its intersection with National Ave.; running north-west along National Ave. to its terminus at S. Curry St. continue north-west on an imaginary line parallel with I-64 to its intersection with S Mallory St.; running north-east along S Mallory St. to the point and place of beginning.

**Sussex District** – starting at the intersection of Kecoughtan Rd. and Clyde St.; running south along Clyde St. to its intersection with Catesby Jones Dr.; running east along Catesby Jones Dr. for 125 ft. then running south on an imaginary line behind the properties on the east side of Clyde St. to its intersection with Roads View Ave.; running south-west along Roads View Ave. to its intersection with Clyde St.; running south-east along Clyde St. to its intersection with Chesapeake Ave.; running south-west along Chesapeake Ave. to the eastern property line of 3805 Chesapeake Ave.; running north-west along an imaginary line to its intersection with Roads View Ave.; running south-west along the southern property line of 99 Armstrong Dr. to its intersection with unnamed creek; running north along unnamed creek to its intersection with Kecoughtan Rd.; running east along Kecoughtan Rd. to the point and place of beginning.



Based upon the findings of City Council as set forth in section 9-241 above, the following areas are included and hereby declared to be rental inspection districts which are subject to the requirements of this article on and after May 1, 2014:

**Hampton Club and Magruder Heights District** – starting at the intersection of Hampton Roads Center Pkwy. and Coliseum Dr.; running south along Coliseum Dr. to its intersection with Marcella Rd.; running west along Marcella Rd. to its intersection with Lake Tower Dr.; running south along Lake Tower Dr. to its intersection with I-64; running north-west along I-64 to its intersection with Magruder Blvd.; running north along Magruder Blvd. to its intersection with Hampton Roads Center Pkwy.; running east along Hampton Roads Center Pkwy. to the point and place of beginning.

**Holly Homes and Fordham District** – starting at the intersection of Andrews Blvd. and Nickerson Blvd.; running east along Nickerson Blvd. to Old Buckroe Rd.; running south along Old Buckroe Rd. to Shelton Rd.; running west along Shelton Rd. to its intersection with Grimes Rd; running north-west along Grimes Rd. to its intersection with Andrews Blvd.; running north-east along Andrews Blvd. to its intersection with Nickerson Blvd. to the point and place of beginning.

**Olde Hampton District** – starting at the intersection of W. Pembroke Ave. and Armistead Ave.; running south along Armistead Ave. to its intersection with Settlers Landing Rd.; running west along Settlers Landing Rd. to its intersection with W. Pembroke Ave.; running north-east along W. Pembroke Ave. to the point and place of beginning.

**Old North Hampton and Langley District** – starting at the intersection of LaSalle Ave. and W. Mercury Blvd.; running east along W. Mercury Blvd. to its intersection with Seldendale Dr.; running north along Seldendale Dr. to its dead end; running east to its intersection with Quinn St. and N. King St.; running south along N. King St. to its intersection with E. Mercury Blvd.; running east along E. Mercury Blvd. to its intersection with Herberts Creek; running south-east along Herberts Creek to its intersection with Hampton River; running south along Hampton River to its intersection with Brights Creek; running south-west along Brights Creek to its intersection with I-64; running west along I-64 to its intersection with LaSalle Ave.; running north along LaSalle Ave. to the point and place of beginning.

Based upon the findings of City Council as set forth in section 9-241 above, the following area is hereby declared to be a rental inspection district which is subject to the requirements of this article on and after September 10, 2014:

**Foxhill Townhomes District** – starting at the south-east corner of 1777 Old Buckroe Rd., proceed west 160 ft. then north 90 ft. then west 550 ft. then south-west 455 ft. along the back of 13, 15, 16 Rosser Dr., then proceed 600 ft. south-south-east, then proceed south-east 410 ft. along the back of 77, 76, 74 Manilla Ln. and 66 Franktown Rd., proceed south 185 ft. then east 395 ft. then north-east 265 ft. and east 155 ft. along the boundary of the City of Hampton soccer fields and parking lot where it meets Old Buckroe Rd. Proceed north along the west side of Old Buckroe Rd. to the point and place of beginning.

A map showing the rental inspection districts described above is hereby adopted as a part of this article and shall be available for public inspection in the Department.

...

### DIVISION 3. NOTIFICATION AND INSPECTION.

#### **Sec. 9-251. Notification.**

- (a) Not later than 60 days following adoption of this ordinance by City Council or the approval of any new or revised rental inspection district, the Department shall give written notice by first class U.S. mail to all property owners located within the inspection districts of the

requirement to notify the Department of any real property of the owner located in an inspection district that is a residential rental property as defined in section 9-231. The mailing of said notice by the Director shall be deemed sufficient notice for purposes of this Article.

- (b) The owner of any residential rental dwelling unit located within an inspection district shall notify the Department in writing no later than 60 days following the date of the notice referred to in paragraph (a) above that said property is a residential rental dwelling unit. Such notice and information shall be submitted on a form provided by the Department. The form shall require the following information:
  - (1) Address of the residential rental dwelling unit.
  - (2) The name(s) of each owner of the residential rental dwelling unit, the street address(es) of the primary residence of each owner of the residential rental dwelling unit and the telephone number of each owner of the residential rental dwelling unit.
  - (3) The name and street addresses of any responsible party or designee other than the owner.
- (c) Upon receipt from an owner of the notice set forth in section 9-251(b), the Department shall send the owner a copy of the list of disqualifying violations promulgated pursuant to section 9-231.

#### **Sec. 9-252. Inspections.**

- (a) The owner of each residential rental dwelling unit located in an inspection district shall obtain an initial inspection and subsequent inspections of such residential rental dwelling unit as provided in this Section. Inspections under this Article shall be conducted by the Department that is charged with the enforcement of this Article. If the unit to be inspected is occupied at the time of a required inspection, it shall be the duty of the owner to notify the occupants of such inspection.
- (b) No annual inspection pursuant to this article shall take place more than one time each year, calculated from the date of the first inspection, regardless of whether additional inspections are necessary to achieve compliance. However, nothing in this Article shall modify the authority of the Director to conduct any other inspections, as allowed under the provisions of the Virginia Uniform Statewide Building Code, and inspections for obtaining a certificate of compliance under this Article do not supplant or preclude any other inspection authorized under the Virginia Uniform Statewide Building Code.
- (c) The initial inspection of each residential rental dwelling unit which is subject to inspection under this Article, unless the initial inspection is delayed under section 9-252(a), shall take place no later than 90 days after the later of the date that the Department communicates with owner about scheduling the inspection or the date of the written notice setting the date of inspection. However, should the owner of a residential rental dwelling unit which is subject to inspection under this Article, fail to give timely notice as required by section 9-251 (b) the Director shall inspect such unit within a reasonable time of becoming aware of such unit. Each residential rental unit for which a certificate of compliance or 48-month certificate of compliance as described in section 9-253 (a) has been issued shall be again inspected within 30 days from the expiration of the certificate or earlier revocation of a 48-month certificate of compliance.
- (d) Prior to expiration of the certificate of compliance or 48-month certificate of compliance, the owner of the residential rental dwelling unit covered thereby shall contact the Department and arrange for an inspection of such unit. Should the date scheduled for inspection be after expiration of the current certificate and more than thirty days from the day on which the owner contacted the Department to schedule inspection, a 30-day temporary certificate of compliance shall be issued. The inspection shall take place no later than 30 days from the date of application for the inspection. Temporary

certificates of compliance shall expire upon the earlier of their stated expiration date or the completion of an inspection which finds all violations satisfactorily remedied.

(e) Provided the owner has given the Department the notice required by section 9-251(b), requests for inspection under section 9-252(d) may be made by telephone, email or fax.

...

**Sec. 9-268. Penalties.**

- (a) Any person willfully failing to comply with this Article or the Virginia Uniform Statewide Building Code shall be subject to the penalties established in section 9-2 of this Chapter.
- (b) Any person willfully failing to comply with the notice requirements of 9-251 (b) of this Article shall be subject to a Fifty (\$50.00) dollar civil penalty to be assessed for each property for which they fail to provide notice of ownership of a residential rental dwelling unit which is subject to this Article.
- (c) The remedies set forth in (a) of this section are not the exclusive remedies for non-compliance with the requirements of this Article. The Director shall take such further actions as allowed by applicable law in order to obtain compliance with the requirements of this Article including, but not limited to seeking injunctive relief under section 15.2-1432 of the Virginia Code and/or obtaining inspection warrants as provided in section 36-105C3 of the Virginia Code.

1 AN ORDINANCE TO AMEND AND REENACT CHAPTER 9, ARTICLE VIII OF THE CODE  
2 OF THE CITY OF HAMPTON ENTITLED "IDENTIFICATION AND INSPECTION OF RENTAL  
3 DWELLING UNITS".

4  
5 ARTICLE VIII. – IDENTIFICATION AND INSPECTION OF RENTAL DWELLING UNITS

6 ...

7  
8 DIVISION 2. RENTAL INSPECTION DISTRICTS

9 ...

10  
11 **Sec. 9-242. Rental Inspection Districts**

12 Based upon the findings of City Council as set forth in section 9-241 above, the  
13 following areas are included and hereby declared to be rental inspection districts which  
14 are subject to the requirements of this article immediately:

15  
16 **North Phoebus District** – starting at the intersection of Old Buckroe Rd and Taylor Ave  
17 running northeast on Old Buckroe Ave, proceeding 100 ft past the intersection of Old Buckroe  
18 Rd and Sherwood Ave, running on an imaginary line southeast along the back of the parcels  
19 that front Sherwood Ave to its intersection with N Mallory St; running southwest on N Mallory St  
20 to its intersection with Taylor Ave; running northwest on Taylor Ave to the point and place of  
21 beginning.

22  
23 **Shell Road Corridor and South Wythe District** – starting at the intersection of Settlers  
24 Landing Rd. and Armistead Ave.; running south along S. Armistead Ave. to its intersection with  
25 Victoria Blvd.; running south-west along Victoria Blvd to its intersection with Cottonwood Ave.;  
26 running south-east along Cottonwood Ave. which turns into Claremont Ave. to its intersection  
27 with Chesapeake Ave.; running south-west along Chesapeake Ave to its intersection with Pear  
28 Ave.; running north-west along Pear Ave. to its intersection with Victoria Blvd.; running south-  
29 west along Victoria Blvd. to its intersection with the boundary between Hampton and Newport  
30 News; running north-west along boundary line to its intersection with Aberdeen Rd.; running  
31 north-west along Aberdeen Rd. to its intersection with I-664; running north-east along I-664 to  
32 its intersection with Kiwanis St.; running south along Kiwanis St to its intersection with Plum  
33 Ave.; running east then south along Plum Ave. to its intersection with W. Pembroke Ave.;  
34 running north-east along W. Pembroke Ave. to its intersection with Settlers Landing Rd.; running  
35 east along Settlers Landing Rd. to the point and place of beginning.

36  
37 **South Phoebus District** – starting at the intersection of S Mallory St. and Mellen St.;  
38 running south-east along Mellen St. to its intersection with Willard Ave.; running south-west  
39 along S Willard Ave. to its intersection with National Ave.; running north-west along National  
40 Ave to its terminus at S. Curry St. continue north-west on an imaginary line parallel with I-64 to  
41 its intersection with S Mallory St.; running north-east along S Mallory St. to the point and place  
42 of beginning.

43  
44 **Sussex District** – starting at the intersection of Kecoughtan Rd. and Clyde St.; running  
45 south along Clyde St. to its intersection with Catesby Jones Dr.; running east along Catesby  
46 Jones Dr. for 125ft then running south on an imaginary line behind the properties on the east  
47 side of Clyde St. to its intersection with Roads View Ave.; running south-west along Roads View  
48 Ave. to its intersection with Clyde St.; running south-east along Clyde St. to its intersection with  
49 Chesapeake Ave.; running south-west along Chesapeake Ave to the eastern property line of  
50 3805 Chesapeake Ave; running north-west along an imaginary line to its intersection with Roads  
51 View Ave.; running south-west along the southern property line of 99 Armstrong Dr. to its

intersection with unnamed creek; running north along unnamed creek to its intersection with Kecoughtan Rd.; running east along Kecoughtan Rd. to the point and place of beginning.

Based upon the findings of City Council as set forth in section 9-241 above, the following areas are included and hereby declared to be rental inspection districts which are subject to the requirements of this article on and after May 1, 2014:

**Hampton Club and Magruder Heights District** – starting at the intersection of Hampton Roads Center Pkwy. and Coliseum Dr.; running south along Coliseum Dr. to its intersection with Marcella Rd.; running west along Marcella Rd. to its intersection with Lake Tower Dr.; running south along Lake Tower Dr. to its intersection with I-64; running north-west along I-64 to its intersection with Magruder Blvd.; running north along Magruder Blvd. to its intersection with Hampton Roads Center Pkwy.; running east along Hampton Roads Center Pkwy. to the point and place of beginning.

**Holly Homes and Fordham District** – starting at the intersection of Andrews Blvd. and Nickerson Blvd.; running east along Nickerson Blvd. to Old Buckroe Rd.; running south along Old Buckroe Rd. to Shelton Rd.; running west along Shelton Rd. to its intersection with Grimes Rd; running north-west along Grimes Rd. to its intersection with Andrews Blvd.; running north-east along Andrews Blvd. to its intersection with Nickerson Blvd. to the point and place of beginning.

**Olde Hampton District** – starting at the intersection of W. Pembroke Ave. and Armistead Ave.; running south along Armistead Ave. to its intersection with Settlers Landing Rd.; running west along Settlers Landing Rd. to its intersection with W. Pembroke Ave.; running north-east along W. Pembroke Ave. to the point and place of beginning.

**Old North Hampton and Langley District** – starting at the intersection of LaSalle Ave. and W. Mercury Blvd.; running east along W. Mercury Blvd. to its intersection with Seldendale Dr.; running north along Seldendale Dr. to its dead end; running east to its intersection with Quinn St and N. King St.; running south along N. King St. to its intersection with E. Mercury Blvd.; running east along E. Mercury Blvd. to its intersection with Herberts Creek; running south-east along Herberts Creek to its intersection with Hampton River; running south along Hampton River to its intersection with Brights Creek; running south-west along Brights Creek to its intersection with I-64; running west along I-64 to its intersection with LaSalle Ave.; running north along LaSalle Ave. to the point and place of beginning.

*Based upon the findings of City Council as set forth in section 9-241 above, the following area is hereby declared to be a rental inspection district which is subject to the requirements of this article on and after September 10, 2014:*

**Foxhill Townhomes District** – starting at the south-east corner of 1777 Old Buckroe Rd, proceed west 160 ft, then north 90 ft. then west 550 ft, then south-west 455 ft along the back of 13, 15, 16 Rosser Dr, then proceed 600 ft south-south-east, then proceed south-east 410 ft along the back of 77, 76, 74 Manilla Ln and 66 Franktown Rd. proceed south 185 ft then east 395 ft then north-east 265 ft and east 155 ft along the boundary of the City of Hampton soccer fields and parking lot where it meets Old Buckroe Rd. Proceed north along the west side of Old Buckroe Rd to the point and place of beginning.

A map showing the rental inspection districts described above is hereby adopted as a part of this article and shall be available for public inspection in the Department.

103  
104  
105 ...  
106  
107 DIVISION 3. NOTIFICATION AND INSPECTION.  
108

109 **Sec. 9-251. Notification.**  
110

- 111 (a) Not later than 60 days following adoption of this ordinance by City Council  
112 or the approval of any new or revised rental inspection district, the Department  
113 shall give written notice by first class U.S. mail to all property owners  
114 located within the inspection districts of the requirement to notify the  
115 Department of any real property of the owner located in an inspection district  
116 that is a residential rental property as defined in section 9-231. The mailing of  
117 said notice by the Director shall be deemed sufficient notice for purposes of this  
118 Article.  
119
- 120 (b) The owner of any residential rental dwelling unit located within an inspection  
121 district shall notify the Department in writing no later than 60 days following  
122 the date of the notice referred to in paragraph (a) above that said property is  
123 a residential rental dwelling unit. Such notice and information shall be  
124 submitted on a form provided by the Department. The form shall require the  
125 following information:  
126
- 127 (1) Address of the residential rental dwelling unit.  
128
- 129 (2) The name(s) of each owner of the residential rental dwelling unit, the  
130 street address(es) of the primary residence of each owner of the  
131 residential rental dwelling unit and the telephone number of each owner  
132 of the residential rental dwelling unit.  
133
- 134 (3) The name and street addresses of any responsible party or designee  
135 other than the owner.  
136
- 137 (c) Upon receipt from an owner of the notice set forth in section 9-251(b), the  
138 Department shall send the owner a copy of the list of disqualifying violations  
139 promulgated pursuant to section 9-231.  
140
- 141 ~~(c) — Upon receipt from an owner of the notice set forth in section 9-251(b), the~~  
142 ~~Department shall send the owner a copy of the list of disqualifying violations~~  
143 ~~promulgated pursuant to section 9-231.~~  
144

145  
146 **Sec. 9-252. Inspections.**  
147

- 148 (a) The owner of each residential rental dwelling unit located in an inspection district  
149 shall obtain and permit an initial inspection and subsequent inspections of such  
150 residential rental dwelling unit as provided in this Section. Inspections under  
151 this Article shall be conducted by the Department that is charged with the  
152 enforcement of this Article. If the unit to be inspected is occupied at the time of  
153 a required inspection, it shall be the duty of the owner to notify the occupants



of such inspection. ~~and make the residential rental dwelling unit available for inspection.~~

- (b) No annual inspection pursuant to this article shall take place more than one time each year, calculated from the date of the first inspection, regardless of whether additional inspections are necessary to achieve compliance. However, nothing in this Article shall modify the authority of the Director to conduct any other inspections, as allowed under the provisions of the Virginia Uniform Statewide Building Code, and inspections for obtaining a certificate of compliance under this Article do not supplant or preclude any other inspection authorized under the Virginia Uniform Statewide Building Code.

- ~~(c) Should the owner fail to contact the Department within the required time in order to schedule any inspection required under this Article, or should such owner fail to allow such inspection to proceed on the date for which it was scheduled, the owner shall be in violation of this Article and shall be subject to such penalties and enforcement remedies as provided in section 9-268 below.~~

- ~~(c)~~(d) The initial inspection of each residential rental dwelling unit which is subject to inspection under this Article, unless the initial inspection is delayed under section 9-252(a), shall take place no later than 90 days after the later of the date that the Department communicates with owner about scheduling the inspection or the date of the written notice setting the date of inspection. However, should the owner of a residential rental dwelling unit which is subject to inspection under this Article, fail to give timely notice as required by section 9-251(b) the Director shall inspect such unit within a reasonable time of becoming aware of such unit. Each residential rental unit for which a certificate of compliance or 48-month certificate of compliance as described in section 9-253 (a) has been issued shall be again inspected within 30 days from the expiration of the certificate or earlier revocation of a 48-month certificate of compliance.

- ~~(d)~~(e) Prior to expiration of the certificate of compliance or 48-month certificate of compliance, the owner of the residential rental dwelling unit covered thereby shall contact the Department and arrange for an inspection of such unit. Should the date scheduled for inspection be after expiration of the current certificate and more than thirty days from the day on which the owner contacted the Department to schedule inspection, a 30-day temporary certificate of compliance shall be issued. The inspection shall take place no later than 30 days from the date of application for the inspection. Temporary certificates of compliance shall expire upon the earlier of their stated expiration date or the completion of an inspection which finds all violations satisfactorily remedied.

- ~~(e)~~(f) Provided the owner has given the Department the notice required by section 9-251(b), requests for inspection ~~under section 9-252(d) may be made by telephone, email or fax. The applicable inspection fees shall be paid prior to conducting the inspections required under this Article.~~

...

**Sec. 9-268. Penalties.**

- (a) Any person willfully failing to comply with this Article or the Virginia Uniform Statewide Building Code shall be subject to the penalties established in section 9-2 of this Chapter.
- (b) Any person willfully failing to comply with the notice requirements of 9-251 (b) of this Article shall be subject to a Fifty (\$50.00) dollar civil penalty to be assessed ~~every thirty (30) days from the date notice is due~~ for each property for which they fail to provide notice of ownership of a residential rental dwelling unit which is subject to this Article.
- (c) The remedies set forth in (a) of this section are not the exclusive remedies for non-compliance with the requirements of this Article. The Director shall take such further actions as allowed by applicable law in order to obtain compliance with the requirements of this Article including, but not limited to seeking injunctive relief under section 15.2-1432 of the Virginia Code and/or obtaining inspection warrants as provided in section 36-105C3 of the Virginia Code.



## FOX HILL TOWN HOMES RENTAL INSPECTION DISTRICT

September 10, 2014

### Purpose



Consideration of creation of a new  
Rental Inspection District for Fox Hill  
Town Homes

## Big Picture

HAMPTON VA

- Aging housing stock
- Declining home ownership
- More financially distressed properties
- Relatively limited opportunities for new housing- must take care of what we have
- Housing is a significant component of the city's tax base

## Why a Rental Inspection Program?

HAMPTON VA

- Ensure safe and sanitary housing
- Stabilize neighborhoods
- Reduce/ Prevent blight
- Helps achieve goals in our Community Plan & Master Plans

## Legal Authority

HAMPTON VA

- Code of Virginia section 36-105.1:1 gives localities the authority to establish rental inspection districts and conduct rental inspections.
- Adopted such an ordinance last year.

## Legal Authority

HAMPTON VA

State law authorizes rental inspection programs in recognition that rental properties, in certain situations, can contribute disproportionately to blight and neighborhood decline.

## Findings

HAMPTON VA

City Council must find that:

- There is a need to protect the public health, safety and welfare of occupants.
- The units within the designated districts are either (a) blighted or in the process of deteriorating, or (b) in need of inspection to prevent deterioration. Must take into account the number, age and condition of the units; and...

## Findings

HAMPTON VA

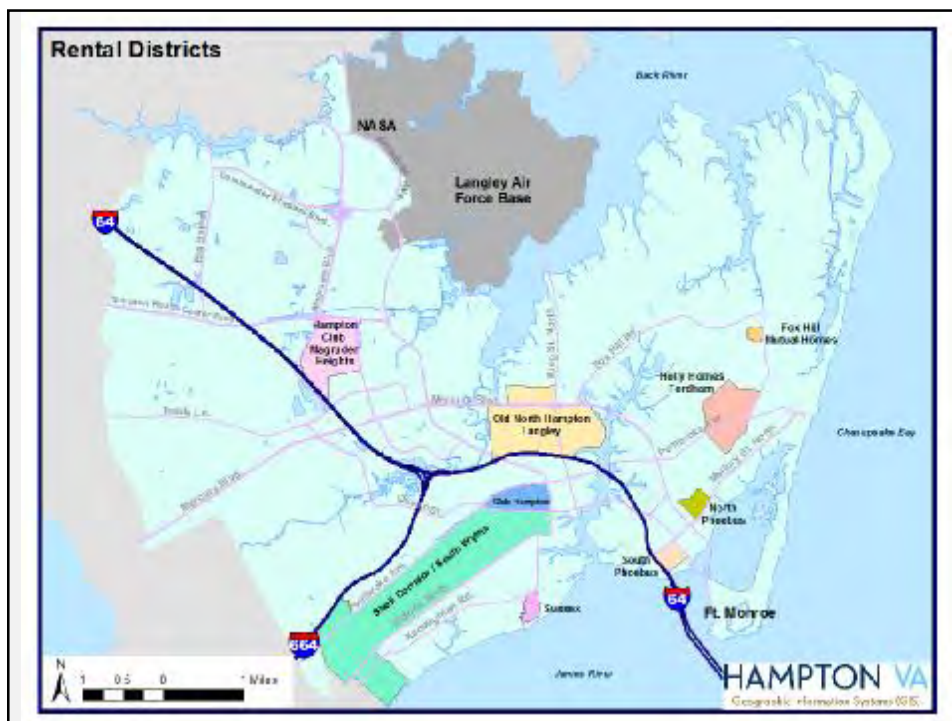
- Inspection of the units is necessary to maintain safe, decent and sanitary living conditions for the occupants.



## Key Considerations

HAMPTON VA

- Age of housing
- Percentage of rental dwellings
- Housing Values
- Violations reported



## Inspection Process

HAMPTON VA

- Free initial inspection of each dwelling unit
- Free re-inspection for correction of minor violations
- \$100 per re-inspection for correction of major/disqualifying violations
- Flexible scheduling, including nights/weekends
- Units passing inspection are certified for 48 months.

## Multi-Family Units

HAMPTON VA

- Developments with more than 10 units
- Not less than 2 units, nor more than 10% will be inspected
- If inspection reveals serious violations, can inspect as many units as necessary



## Exemptions

HAMPTON VA

- New units certified for 48 months
- Publicly owned units (HRHA)
- Section 8 Units

## Goals of Program

HAMPTON VA

- Ensure citizens have safe, decent & sanitary living conditions
- Reduce (reactive)/ Prevent blight (proactive)
- Increase home values
- Stabilize neighborhoods
- Support other initiatives
  - Safe and Clean, Master Plans



City of Hampton, VA

Agenda Review

File Number: 14-0368

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0368

Request Number: R-2014-00393

File Type: Ordinance - Coded

Department: Planning

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Alison Alexander

Phone:

Requestor:

Phone:

Presenter: Vanessa Valldejuli, City Attorney

Phone: 728.5172

Title: Ordinance to Amend and Reenact Chapter 35 of the City Code of the City of Hampton, Virginia by Amending: Article I Sections 35-7 Entitled "Exceptions" and 35-13 Entitled, "Master Plan for Phased Subdivisions"; Article II Section 35-23 Entitled, "Contents"; Article IV Section 35-67 Entitled, "Stormwater Drainage System"; and Article V Sections 35-103 Entitled, "Contents" and 35-108 Entitled, "Construction and Maintenance of Public Improvements; Performance Bond in Lieu of Installation; Maintenance Bonds; Release of Bonds," Pertaining to the Citation for the Stormwater Management Chapter in the City Code.

Action Requested: Approval of the ordinance.

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Redline  
Resolution

Date  
9/4/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

Pursuant to Virginia law, the City of Hampton was required to prepare a stormwater management ordinance consistent with the requirements of Virginia's new stormwater regulations that took effect July 1, 2014. This required a comprehensive amendment to the city's existing Stormwater Management chapter in the City Code. Approval of this amendment would amend the subdivision ordinance to reflect the new chapter number for the Stormwater Management Chapter of the City Code. The old chapter

number was 33.1 and the new chapter number is 33.2.

Planning Commission recommends approval.

LEGISLATION TEXT:

**WHEREAS**, the public necessity, convenience, general welfare, and good zoning practice so require;

**BE IT ORDAINED** by the Council of the City of Hampton, Virginia that Sections 35-7(A), 35-7(B)(6), 35-13, 35-23 (B), 35-67, 35-103(D), and 35-108(F) of Chapter 35 of the City Code of the City of Hampton, Virginia, be amended and re-enacted as follows:

**ARTICLE I. IN GENERAL**

....

**Sec. 35-7. Exceptions.**

- (A) Except as otherwise set forth in this chapter, the city council may grant exceptions to the general provisions of this chapter not governed by chapters 9, 13.1, 33.2 and 41.1 of the City Code, the "City of Hampton Landscape Guidelines", the Zoning Ordinance or the Public Works Design and Construction Standards, subject to the following:

....

- (B) The city council shall not approve a petition for an exception unless it receives a recommendation from the planning commission and unless it finds that:

....

- (6) The relief sought will not in any manner vary the provisions of chapters 9, 13.1, 33.2 and 44.1 of the City Code, the "City of Hampton Landscape Guidelines", the Zoning Ordinance, Comprehensive Plan, or official map, except that those documents may be amended in the manner prescribed by law.

....

**Sec. 35-13. Master plan for phased subdivisions.**

For multiphased subdivisions, the subdivider shall submit to the subdivision agent a master plan for all phases of the proposed subdivision as part of the preliminary plat submittal under article II of this chapter. The purpose of such master plan is to permit the subdivision agent to advise the subdivider whether his plans are generally in accordance with the requirements of this chapter. The subdivision agent, upon submission of any master plan, may study it and advise the subdivider where it appears that changes are appropriate. The subdivision agent may mark the master plan indicating appropriate changes. The subdivider shall return the master plan to the subdivision agent with each preliminary plat. The master plan shall, at a minimum, show the name, location and dimensions of all streets entering the property, adjacent to the property or terminating at the boundary of the property to be subdivided. It shall also show the location of all proposed streets, their category (e.g., arterial, collector, etc.) and any future extensions, lots, development phases, parks, playgrounds and other proposed uses of the land to be subdivided and their approximate dimensions and a conceptual layout of the water, sanitary sewer systems, and a stormwater management plan in accordance with the provisions of chapter 33.2 of the City Code. The master plan is not binding on the subdivider or the subdivision agent. Review of a master plan does not constitute preliminary plat approval or final subdivision approval. For multiphased subdivisions reviewed under this section, review of a master plan does not, in any way, guarantee approval of future subdivision phases.

....

## ARTICLE II. PRELIMINARY PLAT—PROCEDURES

....

### Sec. 35-23. Contents.

....

- (B) The preliminary plat of the subdivision shall show the proposed layout of streets, lots, areas to be encumbered by stormwater management facilities as required by chapter 33.2 of the City Code, and other features in relation to existing topography. The preliminary plat shall have a horizontal scale of not less than one hundred (100) feet to the inch and clearly show the following:

....

## ARTICLE IV. DESIGN STANDARDS AND IMPROVEMENTS GENERALLY

....

### Sec. 35-67. Stormwater drainage system.

The subdivider shall provide the subdivision with a stormwater drainage system, as approved by the director of public works, adequate to serve the area of the subdivision and the contributing drainage area thereto, in accordance with design standards and specifications of chapter 33.2 of the City Code.

....

## ARTICLE V. DEVELOPMENT PLANS—REQUIREMENTS, PROCEDURES FOR PERMITTING AND PERFORMANCE ASSURANCES

....

### Sec. 35-103. Contents.

The development plans required by this article shall be legible as determined by the director of public works and shall contain:

....

- (D) The plan and profile for the stormwater system or other methods of disposal, conveyance and or treatment of stormwater which shall be submitted in the same manner as outlined in (C) above and shall comply with the provisions of chapter 33.2 of the City Code.

....

### Sec. 35-108. Construction and maintenance of public improvements; performance bond in lieu of installation; maintenance bonds; release of bonds.

....

- (F) No maintenance bond shall be released until as-built construction drawings for all improvements, including, but not limited to street trees, landscape plantings, sanitary sewer and storm drains (including tops of curbs and flow lines for rights-of-way) are submitted on an 11-inch by 17-inch approved durable tracing medium and an approved digital version by the subdivider and/or developer for review and approval by the director of public works. Additionally, all detention, retention and impoundment best management practices ("BMP") shall require a certification of as-built conditions in accordance with the public works design and construction



standards and chapter 33.2 of the City Code prior to the release of the maintenance bond.

1 Ordinance to Amend and Reenact Chapter 35 of the City Code of the City of Hampton,  
2 Virginia by Amending: Article I Sections 35-7 Entitled "Exceptions" and 35-13 Entitled,  
3 "Master Plan for Phased Subdivisions"; Article II Section 35-23 Entitled, "Contents";  
4 Article IV Section 35-67 Entitled, "Stormwater Drainage System"; and Article V Sections  
5 35-103 Entitled, "Contents" and 35-108 Entitled, "Construction and Maintenance of Public  
6 Improvements; Performance Bond in Lieu of Installation; Maintenance Bonds; Release of  
7 Bonds," Pertaining to the Citation for the Stormwater Management Chapter in the City  
8 Code.

9  
10 **WHEREAS**, the public necessity, convenience, general welfare, and good zoning practice so  
11 require;

12  
13 **BE IT ORDAINED** by the Council of the City of Hampton, Virginia that Sections 35-7(A), 35-  
14 7(B)(6), 35-13, 35-23(B), 35-67, 35-103(D), and 35-108(F) of Chapter 35 of the City Code of  
15 the City of Hampton, Virginia, be amended and re-enacted as follows:

16  
17 **ARTICLE I. IN GENERAL**

18 . . . .

19 **Sec. 35-7. Exceptions.**

20  
21 (A) Except as otherwise set forth in this chapter, the city council may grant exceptions to the  
22 general provisions of this chapter not governed by chapters 9, 13.1,  
23 ~~33.2~~ 33.4 and 41.1 of the City Code, the "City of Hampton Landscape Guidelines", the  
24 Zoning Ordinance or the Public Works Design and Construction Standards, subject to  
25 the following:

26 . . . .

27  
28 (B) The city council shall not approve a petition for an exception unless it receives a  
29 recommendation from the planning commission and unless it finds that:

30 . . . .

31  
32 (6) The relief sought will not in any manner vary the provisions of chapters  
33 9, 13.1, ~~33.2~~ 33.4 and 44.1 of the City Code, the "City of Hampton Landscape  
34 Guidelines", the Zoning Ordinance, Comprehensive Plan, or official map, except  
35 that those documents may be amended in the manner prescribed by law.

36 . . . .

37 . . . .

38 . . . .

39 **Sec. 35-13. Master plan for phased subdivisions.**

40  
41 For multiphased subdivisions, the subdivider shall submit to the subdivision agent a  
42 master plan for all phases of the proposed subdivision as part of the preliminary plat submittal  
43 under article II of this chapter. The purpose of such master plan is to permit the subdivision  
44 agent to advise the subdivider whether his plans are generally in accordance with the  
45 requirements of this chapter. The subdivision agent, upon submission of any master plan, may  
46 study it and advise the subdivider where it appears that changes are appropriate. The  
47 subdivision agent may mark the master plan indicating appropriate changes. The subdivider  
48 shall return the master plan to the subdivision agent with each preliminary plat. The master plan  
49 shall, at a minimum, show the name, location and dimensions of all streets entering the  
50 property, adjacent to the property or terminating at the boundary of the property to be  
51 subdivided. It shall also show the location of all proposed streets, their category (e.g., arterial,

collector, etc.) and any future extensions, lots, development phases, parks, playgrounds and other proposed uses of the land to be subdivided and their approximate dimensions and a conceptual layout of the water, sanitary sewer systems, and a stormwater management plan in accordance with the provisions of ~~chapter 33.4~~ **chapter 33.2** of the City Code. The master plan is not binding on the subdivider or the subdivision agent. Review of a master plan does not constitute preliminary plat approval or final subdivision approval. For multiphased subdivisions reviewed under this section, review of a master plan does not, in any way, guarantee approval of future subdivision phases.

....

## ARTICLE II. PRELIMINARY PLAT—PROCEDURES

....

### Sec. 35-23. Contents.

....

- (B) The preliminary plat of the subdivision shall show the proposed layout of streets, lots, areas to be encumbered by stormwater management facilities as required by ~~chapter 33.4~~ **chapter 33.2** of the City Code, and other features in relation to existing topography. The preliminary plat shall have a horizontal scale of not less than one hundred (100) feet to the inch and clearly show the following:

....

## ARTICLE IV. DESIGN STANDARDS AND IMPROVEMENTS GENERALLY

....

### Sec. 35-67. Stormwater drainage system.

The subdivider shall provide the subdivision with a stormwater drainage system, as approved by the director of public works, adequate to serve the area of the subdivision and the contributing drainage area thereto, in accordance with design standards and specifications of ~~chapter 33.4~~ **chapter 33.2** of the City Code.

....

## ARTICLE V. DEVELOPMENT PLANS—REQUIREMENTS, PROCEDURES FOR PERMITTING AND PERFORMANCE ASSURANCES

....

### Sec. 35-103. Contents.

The development plans required by this article shall be legible as determined by the director of public works and shall contain:

....

(D) The plan and profile for the stormwater system or other methods of disposal, conveyance and or treatment of stormwater which shall be submitted in the same manner as outlined in (C) above and shall comply with the provisions of ~~chapter 33.4~~ **chapter 33.2** of the City Code.

....

**Sec. 35-108. Construction and maintenance of public improvements; performance bond in lieu of installation; maintenance bonds; release of bonds.**

....

(F) No maintenance bond shall be released until as-built construction drawings for all improvements, including, but not limited to street trees, landscape plantings, sanitary sewer and storm drains (including tops of curbs and flow lines for rights-of-way) are submitted on an 11-inch by 17-inch approved durable tracing medium and an approved digital version by the subdivider and/or developer for review and approval by the director of public works. Additionally, all detention, retention and impoundment best management practices ("BMP") shall require a certification of as-built conditions in accordance with the public works design and construction standards and ~~chapter 33.4~~ **chapter 33.2** of the City Code prior to the release of the maintenance bond.

**AT A PUBLIC HEARING AND REGULAR MEETING OF THE HAMPTON PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, CITY HALL, HAMPTON, VIRGINIA ON THURSDAY, AUGUST 7, 2014 AT 3:30 P.M.**

**WHEREAS:** the Hampton Planning Commission has before it this day SOA 14-00002, a proposed ordinance to amend and re-enact Chapter 35 of the City Code of the City of Hampton, Virginia by Amending: Article I Sections 35-7 Entitled "Exceptions" and 35-13 Entitled, "Master Plan for Phased Subdivisions"; Article II Section 35-23 Entitled, "Contents"; Article IV Section 35-67 Entitled, "Stormwater Drainage System"; and Article V Sections 35-103 Entitled, "Contents" and 35-108 Entitled, "Construction and Maintenance of Public Improvements; Performance Bond in Lieu of Installation; Maintenance Bonds; Release of Bonds," Pertaining to the Citation for the Stormwater Management Chapter in the City;

**WHEREAS:** pursuant to Virginia law, the City of Hampton was required to prepare a stormwater management ordinance consistent with the requirements of Virginia's new stormwater regulations that took effect July 1, 2014;

**WHEREAS:** the stormwater changes required a comprehensive amendment to the city's existing Stormwater Management chapter in the City Code;

**WHEREAS:** this amendment would amend the subdivision ordinance to reflect the new chapter number for the Stormwater Management chapter of the City Code, which was 33.1 and is now 33.2; and

**WHEREAS:** there were no speakers from the public.

**NOW, THEREFORE,** on a motion by Commissioner Southall and seconded by Commissioner Campbell,

**BE IT RESOLVED** that the Hampton Planning Commission recommends approval to City Council of the ordinance amendment to Chapter 35 of the City Code.

A roll call vote on the motion resulted as follows:

<b>AYES:</b>	Campbell, McCloud, Southall, Sneed, LaRue
<b>NAYS:</b>	None
<b>ABST:</b>	None
<b>ABSENT:</b>	Williams, Bunting

A COPY: TESTE:

  
Terry P. O'Neill  
Secretary to Commission





City of Hampton, VA

Agenda Review

File Number: 14-0369

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0369

Request Number: R-2014-00395

File Type: Ordinance - Coded

Department: Planning

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Alison Alexander

Phone:

Requestor:

Phone:

Presenter: Vanessa Valldejuli, City Attorney

Phone: 728.5172

Title: Ordinance to Amend and Reenact Chapter 35.1 of the City Code of the City of Hampton, Virginia by Amending: Article I Sections 35.1-2 Entitled, "Application and Scope of Chapter; Definitions," 35.1-3 Entitled, "Administration and Enforcement of Chapter," 35.1-7 Entitled, "Exceptions," and Section 35.1-10 Entitled, "Compliance with Other Ordinances"; Article II Sections 35.1-22 Entitled, "Contents of a Site Plan" and 35.1-25 Entitled, "Review of a Site Plan – Approval or Disapproval Generally"; Article III Sections 35.1-41 Entitled, "General Requirements" and 35.1-50 Entitled "Stormwater Management Facilities"; and Article IV Section 35.1-106 Entitled, "Construction and Maintenance of Public Improvements; Performance Bond; Release of Performance Bond," Pertaining to the Citation for the Stormwater Management Chapter in the City Code.

Action Requested: Approval of the ordinance.

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Redline  
Resolution

Date  
9/4/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

Pursuant to Virginia law, the City of Hampton was required to prepare a stormwater management ordinance consistent with the requirements of Virginia's new stormwater regulations that took effect July 1, 2014. This required a comprehensive amendment to the city's existing Stormwater Management chapter in the City Code. Approval of this amendment would amend the site plan ordinance to reflect the

new chapter number for the Stormwater Management Chapter of the City Code. The old chapter number was 33.1 and the new chapter number is 33.2.

Planning Commission recommends approval.

LEGISLATION TEXT:

**WHEREAS**, the public necessity, convenience, general welfare, and good zoning practice so require;

**BE IT ORDAINED** by the Council of the City of Hampton, Virginia that Sections 35.1-2(B)(1)(b)(ii), 35.1-2(B)(1)(j), 35.1-2(B)(4), 35.1-3, 35.1-7(A), 35.1-7(B)(6), 35.1-10(A), 35.1-22(A)(13), 35.1-25(A)(1), 35.1-41(C), 35.1-41(G), 35.1-50(A)-(B), and 35.1-106(F) of Chapter 35.1 of the City Code of the City of Hampton, Virginia, be amended and re-enacted as follows:

**ARTICLE I. IN GENERAL**

....

**Sec. 35.1-2. Application and scope of chapter; definitions.**

(B) The following uses, including additions, alterations or changes in the following uses shall require submission of a site plan for review and approval:

(1) Any structure or improvement permitted by the Zoning Ordinance as a principal, accessory, conditional use, conditional privilege or special exception in any district with following exemptions:

....

(b)

....

(ii) One-family, two-family and duplex dwellings and accessory buildings or accessory structures to such dwellings which are regulated by chapter 25 of the Zoning Ordinance, including the parcel of land on which the aforementioned dwellings and accessory buildings or structures are situated or proposed to be situated, except as may be otherwise regulated or prohibited under other applicable provisions of the City Zoning Ordinance, including chapter 17.3 articles V and X thereof, and chapters 13.1, 33.2 and 41.1 of the City Code.

(j) The alteration or enlargement of any building or structure where, in the opinion of the city agent in conjunction with the director of public works, the proposed alteration or enlargement will not affect any public facilities, unless otherwise required by proffered conditions or development conditions of an approved rezoning, use permit, special exception or variance. All such uses and structures shall be subject to all other applicable provisions of chapters 9,13.1, 33.2 and 41.1 of the City Code and the City Zoning Ordinance.

(4) Grading land in such a manner as to change existing contours in excess of three (3) feet, constructing any streets, alleys, sidewalks, curbs, or gutters, building any shoreline erosion control structures or retaining walls (exceeding two thousand five hundred (2,500) square feet of land disturbance), constructing a sewer or drainage system, changing or diverting of stormwater or

natural courses, or directly or indirectly cutting down, destroying, removing or moving or effectively destroying, through damaging, any trees on a vacant or undeveloped property, except as may be otherwise regulated by chapters 13.1, 33.2 or 41.1 of this Code, chapter 17.3, article V, or chapter 17.3, article X of the City Zoning Ordinance.

....

### **Sec. 35.1-3. Administration and enforcement of chapter.**

Pursuant to the authority granted to the city council by the Code of Virginia § 15.2-2255, the city council designates as its agent the city manager for purposes of administering and enforcing the provisions of this chapter. The city manager authorizes and designates the director of the department of community development to act as the "city agent". Accordingly, the city agent is granted the authority to coordinate the site plan review process, to approve or disapprove site plans with the concurring approval of the director of public works or his designee and administer the provisions of this chapter that are not governed by the Zoning Ordinance, chapters 9, 13.1, 33.2 and 41.1 of the City Code or the public works design and construction standards. The city manager also designates the director of the department of public works to (i) administer and enforce the provisions of this chapter related to approval or disapproval of site plans together with the city agent; (ii) administer, review, modify and waive provisions of the City of Hampton Department of Public Works Design and Construction Standards ("public works design and construction standards") and related requirements as set forth in articles III and IV of this chapter; and (iii) enforce compliance with an approved site plan as set forth in section 35.1-4 of this chapter. Additionally, the city manager designates the director of parks and recreation to enforce compliance with the provisions pertaining to required landscape plans. Wherever the term director of community development, parks and recreation or public works is used throughout this chapter, the term shall include their respective authorized designees.

### **Sec. 35.1-7. Exceptions.**

- (A) Except as otherwise provided for in this chapter, the city council may grant exceptions to the general provisions of this chapter not governed by the Zoning Ordinance, chapters 9, 13.1, 33.2 and 41.1 of the City Code, the public works design and construction standards, or the "City of Hampton Landscape Guidelines" subject to the following:

....

- (B) The city council shall not approve a petition for an exception unless it receives a recommendation from the planning commission and unless it finds that:

....

- (6) The relief sought will not in any manner vary the provisions of the Zoning Ordinance, chapters 9, 13.1, 33.2 or 41.1 of the City Code, the comprehensive plan, the "City of Hampton Landscape Guidelines", the public works design and construction standards or official map, except that those documents may be amended in the manner prescribed by law.

### **Sec. 35.1-10. Compliance with other ordinances.**

- (A) In addition to the requirements set forth in this chapter, site plans shall comply with the provisions of all city ordinances and the Zoning Ordinance and specifically, chapters 13.1, 33.2, and 41.1 of the City Code, and chapter 17.3, articles V and X of the City Zoning Ordinance unless exempted thereunder. The owner will be required to submit any additional plans, delineations, calculations, declaration of covenants and place required notations on the site plan as required by the City Code or the City Zoning Ordinance.

....

## **ARTICLE II. SITE PLAN REVIEW PROCEDURES**

....

**Sec. 35.1-22. Contents of a site plan.**

- (A) A site plan shall comply with the standards of Code of Virginia § 42.1-82, 17VAC15-60-10 through 17VAC15-60-70 and the minimum standards and procedures for surveys determining topography as set forth in the Virginia Department of Professional and Occupational Regulation APELSCIDLA Board regulation 18VAC10-20-382, the "City of Hampton Landscape Guidelines", and the latest edition of the public works design and construction standards, and shall include a vicinity sketch, at a scale of one (1) inch to eight hundred (800) feet, which shall show the area for the proposed development and all streets and water bodies that exist within the area of the vicinity sketch, date, scale and north arrow. A site plan shall show the total land area of the site, the area to be developed, approximate land area of separate parcels of land, areas to be encumbered by stormwater management facilities, and other features in relation to existing topography, including any existing impervious areas in any RPA, RMA or IDA. The site plan shall have a horizontal scale of not less than one hundred (100) feet to the inch and clearly show the following, and where applicable show the location, dimension and size of the following when existing or proposed by the owner or developer:

....

- (13) Plans for collecting and depositing stormwater and the method and treatment of natural and artificial water courses, including appropriate drainage calculations and site impervious area calculations, and existing and proposed storm drainage easements and direction of drainage flow in streets, storm sewers, valley gutters, streams and ditches as required by chapter 33.2 of the City Code.

....

**Sec. 35.1-25. Review of site plan—Approval or disapproval generally.**

- (A) A site plan application with the applicable fees shall be reviewed as follows:
- (1) Within sixty (60) days of their official submission, the site plan and other related materials shall be reviewed by the city agent and other appropriate agencies of the city for conformity to this chapter and other applicable regulations, and to allow any discussions with the owner as to changes deemed advisable and the kind and extent of improvements to be made. Review and approval of any applicable erosion and sedimentation control plans and stormwater management plans shall be in conformance with chapters 13.1 and 33.2 of the City Code respectively.

....

**ARTICLE III. WORK AND DEVELOPMENT PURSUANT TO APPROVED PLAN**

....

**Sec. 35.1-41. General requirements.**

....

- (C) On properties zoned SPI-CBPD, areas shown on the site plan as undisturbed, or as a buffer proffered as part of a conditional rezoning or required for a use permit, or as part of a resource protection area, shall be protected from disturbance as required by chapters 13.1 and 33.2 of the City Code, chapter 17.3, article X of the City Zoning Ordinance or in accordance with the "City of Hampton Landscape Guidelines" on file with the department of community development, development services center, as applicable.

....

- (G) The owner shall provide the development with a stormwater drainage system, as approved by the director of public works, adequate to serve the area of development and the contributing drainage area thereto for the collection and disposal of all stormwater and natural water in accordance with design standards and

specifications of chapter 33.2 of the City Code.

. . . .

**Sec. 35.1-50. Stormwater management facilities.**

- (A) Where stormwater management facilities are required, no certificate of occupancy shall be issued until the facilities are completed and an as-built survey has been submitted and approved, in accordance with the approved site plan and chapter 33.2 of the City Code.
- (B) The inspection, monitoring, enforcement and bonding of stormwater management facilities shall be governed by the provisions of chapter 33.2 of the City Code.

. . . .

**ARTICLE IV. PUBLIC IMPROVEMENTS—REQUIREMENTS, PROCEDURES FOR PERMITTING AND PERFORMANCE ASSURANCES.**

. . . .

**Sec. 35.1-106. Construction and maintenance of public improvements; performance bond; release of performance bond.**

. . . .

- (F) No performance bond shall be released in full until as-built construction drawings for all public improvements, including, but not limited to street trees, landscape plantings, sanitary sewer and stormwater infrastructure (including tops of curbs and flow lines for rights-of-way) are submitted on an 11-inch by 17-inch approved durable tracing medium and an approved digital version by the owner or developer for review and approval by the director of public works. All detention, retention and impoundment best management practices ("BMP") shall require a certification of as-built conditions in accordance with the public works design and construction standards and chapter 33.2 of the City Code prior to the release of the performance bond.

Ordinance to Amend and Reenact Chapter 35.1 of the City Code of the City of Hampton, Virginia by Amending: Article I Sections 35.1-2 Entitled, "Application and Scope of Chapter; Definitions," 35.1-3 Entitled, "Administration and Enforcement of Chapter," 35.1-7 Entitled, "Exceptions," and Section 35.1-10 Entitled, "Compliance with Other Ordinances"; Article II Sections 35.1-22 Entitled, "Contents of a Site Plan" and 35.1-25 Entitled, "Review of a Site Plan – Approval or Disapproval Generally"; Article III Sections 35.1-41 Entitled, "General Requirements" and 35.1-50 Entitled "Stormwater Management Facilities"; and Article IV Section 35.1-106 Entitled, "Construction and Maintenance of Public Improvements; Performance Bond; Release of Performance Bond," Pertaining to the Citation for the Stormwater Management Chapter in the City Code.

**WHEREAS**, the public necessity, convenience, general welfare, and good zoning practice so require;

**BE IT ORDAINED** by the Council of the City of Hampton, Virginia that Sections 35.1-2(B)(1)(b)(ii), 35.1-2(B)(1)(j), 35.1-2(B)(4), 35.1-3, 35.1-7(A), 35.1-7(B)(6), 35.1-10(A), 35.1-22(A)(13), 35.1-25(A)(1), 35.1-41(C), 35.1-41(G), 35.1-50(A)-(B), and 35.1-106(F) of Chapter 35.1 of the City Code of the City of Hampton, Virginia, be amended and re-enacted as follows:

## **ARTICLE I. IN GENERAL**

....

### **Sec. 35.1-2. Application and scope of chapter; definitions.**

(B) The following uses, including additions, alterations or changes in the following uses shall require submission of a site plan for review and approval:

(1) Any structure or improvement permitted by the Zoning Ordinance as a principal, accessory, conditional use, conditional privilege or special exception in any district with following exemptions:

....

(b)

....

(ii) One-family, two-family and duplex dwellings and accessory buildings or accessory structures to such dwellings which are regulated by chapter 25 of the Zoning Ordinance, including the parcel of land on which the aforementioned dwellings and accessory buildings or structures are situated or proposed to be situated, except as may be otherwise regulated or prohibited under other applicable provisions of the City Zoning Ordinance, including chapter 17.3 articles V and X thereof, and chapters 13.1, ~~33.2~~ 33.4 and 41.1 of the City Code.

(j) The alteration or enlargement of any building or structure where, in the opinion of the city agent in conjunction with the director of public works, the proposed alteration or enlargement will not affect any public facilities, unless otherwise required by proffered conditions or development conditions of an approved rezoning, use permit, special exception or



variance. All such uses and structures shall be subject to all other applicable provisions of chapters 9,13.1, ~~33.2~~ 33.4 and 41.1 of the City Code and the City Zoning Ordinance.

- (4) Grading land in such a manner as to change existing contours in excess of three (3) feet, constructing any streets, alleys, sidewalks, curbs, or gutters, building any shoreline erosion control structures or retaining walls (exceeding two thousand five hundred (2,500) square feet of land disturbance), constructing a sewer or drainage system, changing or diverting of stormwater or natural courses, or directly or indirectly cutting down, destroying, removing or moving or effectively destroying, through damaging, any trees on a vacant or undeveloped property, except as may be otherwise regulated by chapters 13.1, ~~33.2~~ 33.4 or 41.1 of this Code, chapter 17.3, article V, or chapter 17.3, article X of the City Zoning Ordinance.

....

#### **Sec. 35.1-3. Administration and enforcement of chapter.**

Pursuant to the authority granted to the city council by the Code of Virginia § 15.2-2255, the city council designates as its agent the city manager for purposes of administering and enforcing the provisions of this chapter. The city manager authorizes and designates the director of the department of community development to act as the "city agent". Accordingly, the city agent is granted the authority to coordinate the site plan review process, to approve or disapprove site plans with the concurring approval of the director of public works or his designee and administer the provisions of this chapter that are not governed by the Zoning Ordinance, chapters 9, 13.1, ~~33.2~~ 33.4 and 41.1 of the City Code or the public works design and construction standards. The city manager also designates the director of the department of public works to (i) administer and enforce the provisions of this chapter related to approval or disapproval of site plans together with the city agent;(ii) administer, review, modify and waive provisions of the City of Hampton Department of Public Works Design and Construction Standards ("public works design and construction standards") and related requirements as set forth in articles III and IV of this chapter; and (iii) enforce compliance with an approved site plan as set forth in section 35.1-4 of this chapter. Additionally, the city manager designates the director of parks and recreation to enforce compliance with the provisions pertaining to required landscape plans. Wherever the term director of community development, parks and recreation or public works is used throughout this chapter, the term shall include their respective authorized designees.

#### **Sec. 35.1-7. Exceptions.**

- (A) Except as otherwise provided for in this chapter, the city council may grant exceptions to the general provisions of this chapter not governed by the Zoning Ordinance, chapters 9, 13.1, ~~33.2~~ 33.4 and 41.1 of the City Code, the public works design and construction standards, or the "City of Hampton Landscape Guidelines" subject to the following:

....

- (B) The city council shall not approve a petition for an exception unless it receives a recommendation from the planning commission and unless it finds that:

....

- (6) The relief sought will not in any manner vary the provisions of the Zoning Ordinance, chapters 9, 13.1, ~~33.2~~ 33.4 or 41.1 of the City Code, the comprehensive plan, the "City of Hampton Landscape Guidelines", the public works design and construction standards or official map, except that those documents may be amended in the manner prescribed by law.

**Sec. 35.1-10. Compliance with other ordinances.**

- (A) In addition to the requirements set forth in this chapter, site plans shall comply with the provisions of all city ordinances and the Zoning Ordinance and specifically, chapters 13.1, ~~33.2~~ 33.4, and 41.1 of the City Code, and chapter 17.3, articles V and X of the City Zoning Ordinance unless exempted thereunder. The owner will be required to submit any additional plans, delineations, calculations, declaration of covenants and place required notations on the site plan as required by the City Code or the City Zoning Ordinance.

**ARTICLE II. SITE PLAN REVIEW PROCEDURES**

**Sec. 35.1-22. Contents of a site plan.**

- (A) A site plan shall comply with the standards of Code of Virginia § 42.1-82, 17VAC15-60-10 through 17VAC15-60-70 and the minimum standards and procedures for surveys determining topography as set forth in the Virginia Department of Professional and Occupational Regulation APELSCIDLA Board regulation 18VAC10-20-382, the "City of Hampton Landscape Guidelines", and the latest edition of the public works design and construction standards, and shall include a vicinity sketch, at a scale of one (1) inch to eight hundred (800) feet, which shall show the area for the proposed development and all streets and water bodies that exist within the area of the vicinity sketch, date, scale and north arrow. A site plan shall show the total land area of the site, the area to be developed, approximate land area of separate parcels of land, areas to be encumbered by stormwater management facilities, and other features in relation to existing topography, including any existing impervious areas in any RPA, RMA or IDA. The site plan shall have a horizontal scale of not less than one hundred (100) feet to the inch and clearly show the following, and where applicable show the location, dimension and size of the following when existing or proposed by the owner or developer:

- (13) Plans for collecting and depositing stormwater and the method and treatment of natural and artificial water courses, including appropriate drainage calculations and site impervious area calculations, and existing and proposed storm drainage easements and direction of drainage flow in streets, storm sewers, valley gutters, streams and ditches as required by ~~chapter 33.2~~ chapter 33.4 of the City Code.

**Sec. 35.1-25. Review of site plan—Approval or disapproval generally.**

(A) A site plan application with the applicable fees shall be reviewed as follows:

- (1) Within sixty (60) days of their official submission, the site plan and other related materials shall be reviewed by the city agent and other appropriate agencies of the city for conformity to this chapter and other applicable regulations, and to allow any discussions with the owner as to changes deemed advisable and the kind and extent of improvements to be made. Review and approval of any applicable erosion and sedimentation control plans and stormwater management plans shall be in conformance with chapters 13.1 and ~~33.2~~ ~~33.4~~ of the City Code respectively.

### ARTICLE III. WORK AND DEVELOPMENT PURSUANT TO APPROVED PLAN

#### Sec. 35.1-41. General requirements.

- (C) On properties zoned SPI-CBPD, areas shown on the site plan as undisturbed, or as a buffer proffered as part of a conditional rezoning or required for a use permit, or as part of a resource protection area, shall be protected from disturbance as required by chapters 13.1 and ~~33.2~~ ~~33.4~~ of the City Code, chapter 17.3, article X of the City Zoning Ordinance or in accordance with the "City of Hampton Landscape Guidelines" on file with the department of community development, development services center, as applicable.

- (G) The owner shall provide the development with a stormwater drainage system, as approved by the director of public works, adequate to serve the area of development and the contributing drainage area thereto for the collection and disposal of all stormwater and natural water in accordance with design standards and specifications of ~~chapter 33.2~~ ~~chapter 33.4~~ of the City Code.

#### Sec. 35.1-50. Stormwater management facilities.

- (A) Where stormwater management facilities are required, no certificate of occupancy shall be issued until the facilities are completed and an as-built survey has been submitted and approved, in accordance with the approved site plan and ~~chapter 33.2~~ ~~chapter 33.4~~ of the City Code.

- (B) The inspection, monitoring, enforcement and bonding of stormwater management facilities shall be governed by the provisions of ~~chapter 33.2~~ ~~chapter 33.4~~ of the City Code.

205  
206 **ARTICLE IV. PUBLIC IMPROVEMENTS—REQUIREMENTS, PROCEDURES FOR**  
207 **PERMITTING AND PERFORMANCE ASSURANCES.**  
208

209 . . . .

210  
211 **Sec. 35.1-106. Construction and maintenance of public improvements; performance**  
212 **bond; release of performance bond.**  
213

214 . . . .

215  
216 (F) No performance bond shall be released in full until as-built construction drawings for all  
217 public improvements, including, but not limited to street trees, landscape plantings,  
218 sanitary sewer and stormwater infrastructure (including tops of curbs and flow lines for  
219 rights-of-way) are submitted on an 11-inch by 17-inch approved durable tracing medium  
220 and an approved digital version by the owner or developer for review and approval by  
221 the director of public works. All detention, retention and impoundment best management  
222 practices ("BMP") shall require a certification of as-built conditions in accordance with  
223 the public works design and construction standards and ~~chapter 33.1~~ *chapter 33.2* of the  
224 City Code prior to the release of the performance bond.

**AT A PUBLIC HEARING AND REGULAR MEETING OF THE HAMPTON PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS, CITY HALL, HAMPTON, VIRGINIA ON THURSDAY, AUGUST 7, 2014 AT 3:30 P.M.**

**WHEREAS:** the Hampton Planning Commission has before it this day SPA 14-00001, a proposed ordinance to amend and re-enact Chapter 35.1 of the City Code of the City of Hampton, Virginia by Amending: Article I Sections 35.1-2 Entitled, "Application and Scope of Chapter; Definitions," 35.1-3 Entitled, "Administration and Enforcement of Chapter," 35.1-7 Entitled, "Exceptions," and Section 35.1-10 Entitled, "Compliance with Other Ordinances"; Article II Sections 35.1-22 Entitled, "Contents of a Site Plan" and 35.1-25 Entitled, "Review of a Site Plan - Approval or Disapproval Generally"; Article III Sections 35.1-41 Entitled, "General Requirements" and 35.1-50 Entitled "Stormwater Management Facilities"; and Article IV Section 35.1-106 Entitled, "Construction and Maintenance of Public Improvements; Performance Bond; Release of Performance Bond," Pertaining to the Citation for the Stormwater Management Chapter in the City Code;

**WHEREAS:** pursuant to Virginia law, the City of Hampton was required to prepare a stormwater management ordinance consistent with the requirements of Virginia's new stormwater regulations that took effect July 1, 2014;

**WHEREAS:** the stormwater changes required a comprehensive amendment to the city's existing Stormwater Management chapter in the City Code;

**WHEREAS:** this amendment would amend the site plan ordinance to reflect the new chapter number for the Stormwater Management Chapter of the City Code, which is now chapter 33.2; and

**WHEREAS:** there were no speakers from the public.

**NOW, THEREFORE,** on a motion by Commissioner Southall and seconded by Commissioner Campbell,

**BE IT RESOLVED** that the Hampton Planning Commission recommends approval to City Council of the ordinance amendment to Chapter 35.1 of the City Code.

A roll call vote on the motion resulted as follows:

<b>AYES:</b>	Campbell, McCloud, Southall, Snead, LaRue
<b>NAYS:</b>	None
<b>ABST:</b>	None
<b>ABSENT:</b>	Williams, Bunting

A COPY, TESTE:

  
Terry P. O'Neill  
Secretary to Commission





City of Hampton, VA

Agenda Review

File Number: 14-0356

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0356

Request Number: R-2014-00386

File Type: Ordinance - Non-Coded

Department: City Attorney

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective: 9/10/2014

Status: Received By Clerk's Office

Created By: Christina Campana

Phone:

Requestor: Veronica E. Meade

Phone: 757-727-6120

Presenter: Chris Swartz, VDOT Sr. Civil  
Engineer/Project Manager, of Public  
Works will present this ordinance  
and address any questions, VDOT  
Sr. Civil Engineer/Project Manager,  
of Public Works

Phone: 757-728-2038

Title: Ordinance Granting a Franchise to Metro Fiber Networks, Inc. ("Grantee") for the Term and Upon the Conditions Herein Stated to Occupy and Use the Public Streets and Public Alleys in the City of Hampton, Virginia (the "City") to Install, Maintain, Upgrade, Repair, and Remove Cable, Optical Fibers, Wires, Electrical Conductors, Conduits, Subways, Manholes, and Other Equipment and Fixtures of a Telecommunications System in the Corporate Limits of the City of Hampton, Virginia

Action Requested: Approve Ordinance

Estimated Time: Ten Minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments:

Date  
9/2/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

Founded in 1983 by its current president, Gary H. Tarpley, Cable Associates, Inc. ("CAI"), the parent company of Metro Fiber Network, Inc., has continuously served the Hampton Roads region, specializing in utility construction and telecommunications services. CAI is located in a 20,000 square foot facility on 6 acres in York County, Virginia.

CAI has constructed thousands of miles of technology infrastructure in areas ranging from Richmond to North Carolina and from Franklin to the Eastern Shore of Virginia. CAI constructed the fiber backbone and coax network for Cox Communications in Newport News, James City County, York County, Hampton, New Kent County, Virginia Beach, and Chesapeake. It also constructed the private fiber network currently being used by the Newport News Public Schools and the Newport News information technology department. Years ago, CAI constructed a complete underground fiber optic backbone project of considerable size for Eastern Shore of Virginia Broadband Authority along the main highway throughout Northampton County. More recently, CAI completed a fiber optic backbone network in James City County and Williamsburg, which connects all schools and governmental facilities. For many years, CAI also has contracted with Verizon, several cable companies, local federal agencies, and Department of Defense facilities for various network construction projects.

CAI created and incorporated a wholly owned subsidiary company, Metro Fiber Networks, Inc. ("Metro Fiber"), a licensed telecommunications service provider in Virginia and Maryland, with the vision of expanding CAI's area of expertise and to begin leasing dark fiber circuits. Over the past year, Metro Fiber has been creating an entirely underground high-count fiber optic backbone to lease dark fiber (or unused fiber-optic communications) circuits to commercial customers requiring high bandwidth connectivity and point-to-point circuits. Currently, its fiber network extends from northern James City County, throughout Williamsburg, continuing into Yorktown and Newport News, with the anticipation of encompassing Hampton. Metro Fiber negotiated a license agreement with Fort Monroe, which will be finalized if this Hampton ordinance is approved. Earlier this year, Metro Fiber constructed a submarine fiber optic cable under the York River, which connects the College of William and Mary to the Virginia Institute of Marine Science campus and large telecommunications carriers new to the area from Northern Virginia.

Metro Fiber is in the planning and permitting phase of placing a submarine fiber optic cable under the Chesapeake Bay, parallel to the Hampton Roads Bridge Tunnel ("HRBT"), connecting Hampton to Norfolk. Presently, all carriers in the Tidewater area are located in bridges and tunnels, including the HRBT. In the event of a natural disaster or terrorist activity, the conduits and cables may be destroyed, which would severely impact wired and wireless communications and data services. Advantages of the underwater path, as well as the path through Fort Monroe, are plentiful. Carriers currently located on the bridge and new carriers to the Tidewater area may choose to have a primary and/or alternate path on Metro Fiber's network through Fort Monroe with a connection to the southside, thus eliminating the bridge as a potential point of failure.

Metro Fiber desires a Franchise with the City in order to expand its network from northern James City County to the southside. Once accomplished, it aims to expand its network in Hampton and Newport News to include municipal, educational, and industrial facilities. By bringing this open-access network to Hampton, Metro Fiber will be able to provide area businesses, educational facilities, and municipalities with access to new carriers as well as provide dark fiber circuits enabling high speed, point-to-point data transport. Services Metro Fiber intends to provide are not available from local carriers and will enhance inner-city communications as well as benefit high-bandwidth customers.

Staff has reviewed this ordinance and recommends approval.

LEGISLATION TEXT:

WHEREAS, pursuant to Virginia Code §§ 15.2-2100 through 15.2-2108, the City has the authority to grant franchises and other authorizations for the use and occupancy of the Streets (as hereinafter defined);

WHEREAS, the Streets are a valuable public resource that have required and will continue to require substantial investment by the City;

WHEREAS, the Grantee desires a franchise to use and occupy the Streets for the purpose of constructing, maintaining, and repairing a Telecommunications System (as hereinafter defined);

WHEREAS, the City intends to exercise its authority with respect to the regulation of the occupation and use of the Streets in connection with the construction, maintenance, and repair of a Telecommunications System to the fullest extent permitted by applicable law, including the Communications Act of 1934, as amended by the Telecommunication Act of 1996 (the "1996 Act"); §§ 15.2-2100 and 56458 through 56468.2 of the Code of Virginia (Va. Code Ann. §§ 56458 through 56-468.2 (1998)) ("State ROW Law"); and Chapter 34 of the Code of the City of Hampton ("City ROW Law"); and

WHEREAS, consistent with applicable law, including § 253 of the 1996 Act and State ROW Law, the City desires to minimize inconvenience and disruption to the public, provide for the orderly and efficient use of the Streets now and in the future, and preserve adequate capacity for existing and future uses of the Streets.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hampton, Virginia:

#### DEFINITIONS

1. Definitions. The following terms, as used in this Ordinance, have the following meanings, with all terms defined in the singular to have the correlative meaning when used in the plural and vice versa:

- (a) "Cable Services" means "cable services" as defined in § 602(5) of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 and as may be further amended from time to time (the "Cable Act"). In the event "cable services" is no longer defined in the Cable Act or the definition in the Cable Act otherwise becomes inapplicable, "Cable Telecommunications Services" shall mean "cable services" as defined in the Cable Act immediately prior to such term no longer being defined in the Cable Act or such definition otherwise becoming inapplicable.

- (b) "City" means the City of Hampton, Virginia.
- (c) "Customer" means any Person (as hereinafter defined) who uses the services of the Grantee within the corporate limits of the City.
- (d) "Construction" means to install, construct, maintain, upgrade, repair, or remove Equipment.
- (e) "Emergency" means an "emergency" as defined under § 56-265.15 of the Code of Virginia.
- (f) "Equipment" or "Facilities" means the cables, optical fiber, wires, electrical conductors, conduits, subways, manholes, fixtures, appliances, and appurtenances that are owned, physically controlled, or physically maintained by the Grantee in, on, over, or under the Streets to provide Telecommunications Services, except such equipment used to provide wireless telecommunication services.
- (g) "FCC" means the Federal Communications Commission.
- (h) "Franchise" has the meaning set forth in Section 2 of this Ordinance.
- (i) "Grantee" means Metro Fiber Networks, Inc., a Virginia corporation and licensed Telecommunications Service Provider in Virginia.
- (j) "Like-for-Like" means the installation or relocation of Facilities in a like or similar manner of construction when compared to previously installed Facilities. For example, placement of Facilities above-ground using aerial construction in locations where existing facilities are constructed above ground (aerial-to-aerial) or the placement of facilities underground, either direct bury or within conduit, in locations where existing facilities are constructed underground (underground-to-underground).
- (k) "New Equipment" means any Equipment to be placed in, on, over, or under the Streets by the Grantee where no Equipment owned by that Grantee existed prior to this construction. This term expressly excludes the replacement, repair, or placement of additional Equipment to increase capacity, and emplacement of parallel Equipment in order to provide services to customers, and placement of Equipment on poles owned by another utility.
- (l) "Ordinance" means this Ordinance, as amended, modified, or supplemented from time to time.
- (m) "Performance Bond" has the meaning set forth in this Ordinance.

(n) "Person" means an individual, a corporation, a partnership, an association, a trust, or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

(o) "PROW Use Fee" means the Public RightsofWay Use Fee that the City has imposed pursuant to § 56468.1 of the Code of Virginia, 1950, as amended, and § 37-225 of the City Code.

(p) "Streets" means the public streets, public alleys, and other public thoroughfares, other than Structures (as hereinafter defined), of the City, as the same now exist or may be hereafter extended or altered, and any location on, over, or under and any portion thereof. For the purposes of this Ordinance, the airwaves above the streets used for broadcast, cellular mobile radio service, satellite, or other wireless services shall be excluded from the requirements of this Ordinance.

(q) "Structures" includes buildings, signs, fences, tanks, poles, lines, fixtures, Equipment, and appurtenances of the City.

(r) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received by or through any electronic, cable, optical, microwave, or other medium or method in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance.

(s) "Telecommunications Services" means the offering of Telecommunications for a fee, regardless of the Facilities used. The term "Telecommunications Services" shall not include Cable Services.

(t) "Telecommunications System" means the plant, equipment, real property (including interests in real property), tangible and intangible personal property, cable, wires, optical fibers, amplifier, antenna, and all other electronic devices, Equipment, and Facilities of a Telecommunications provider located in, on, over, or under the Streets.

(u) "Term" has the meaning set forth in Section 3 of this Ordinance.

2. Grant of Franchise. The City grants the Grantee a franchise to occupy and use the Streets to install, construct, maintain, upgrade, repair, and remove Equipment of its Telecommunications System subject to the conditions of this Ordinance (the "Franchise"). Grantee is not authorized to sublicense or sublease to any Person

the right to occupy or use the Streets to install, construct, maintain, upgrade, repair, or remove Equipment or any other Facilities for any purpose. The Grantee shall have the right to remove, trim, cut, and keep clear of its Equipment the trees in the Streets, but in the exercise of such right the Grantee shall not cut or otherwise injure these trees to any greater extent than is reasonably necessary for the installation, upgrade, construction, repair, maintenance, and removal of the Equipment. The Grantee shall not trim, cut, or remove any tree from any Street unless prior written notice of its intention to do so is given to the department or agency of the City as shall be designated by the City Manager and permission in writing to do so is granted by this department or agency, except in cases of emergency or when this requirement is waived by this department or agency. Any trimming, cutting, or removal of trees by the Grantee shall be done in accordance with industry standards in urban forestry.

3. Term of Franchise. The Franchise commences on the Effective Date and expires fifty-nine (59) months after the Effective Date, unless the Franchise is renewed. The period of time the Franchise is in effect is referred to as the "Term."

4. Non-exclusive Franchise. Nothing in the Ordinance affects the right of the City to grant any Person a franchise to occupy and use the Streets to install, construct, maintain, upgrade, repair, and remove such Person's Equipment, wires, electrical conductors, optical fibers, conduits, subways, manholes; fixtures, appliances, and appurtenances for the purpose of providing Telecommunications Services or to engage in any other activity in the Streets, provided the exercise of such right will not require any existing grantee's Facilities to be unreasonably interfered with or relocated.

5. Right of City to Use Streets. Nothing in this Ordinance affects the right of the City to occupy and use the Streets to install, construct, maintain, operate, upgrade, repair, and remove its Equipment, poles, wires, electrical conductors, optical fibers, conduits, subways, manholes, fixtures, appliances, and appurtenances or to engage in any other activity in the Streets, provided the exercise of such right will not require any existing grantee's facilities to be unreasonably interfered with or relocated.

6. Renewal. Provided the Grantee is not then in default under the terms of this Ordinance, the Grantee shall have the option, subject to City Council approval and without unreasonable delay, to renew this Franchise for three (3) consecutive renewal terms of fifty-nine (59) months each (each, an "Extended Term"). The Grantee shall notify the City of its desire to exercise any such renewal option at least six (6) months in advance of the expiration date or the applicable Extended Term, as the case may be. During any Extended Term, all terms and conditions of



this Ordinance shall remain in full force and effect, unless the parties hereto otherwise mutually agree to modifications.

7. Street Repair and Relocation of Equipment.

- a) Whenever the City or any of its departments, agencies, and/or agents, servants, or employees shall grade, regrade, construct, reconstruct, widen, or alter any Street, except for aesthetic purposes, for the benefit of a third party, or the benefit of the City to compete as a Telecommunications provider, it shall be the duty of the Grantee, upon written request of the City, within a reasonable time as may be agreed to by the parties based on the size and scope of the work, to alter or relocate its Equipment in the Street, using Like-for-Like construction. Grantee's expenses for such alteration or relocation shall be reimbursed by the City in accordance with § 56468.2 of the Code of Virginia, 1950, as amended. In the event the Grantee must relocate Equipment pursuant to this section, the City shall provide, at no cost to Grantee, permits and alternative space in the Streets or within private easements for such relocation of Equipment, provided that (1) such alternative space need not be in the exact same Streets but shall be in reasonable proximity to the previous location; and (2) such space shall be reasonably economically and technologically feasible for the relocation of such Equipment.
- b) If the Grantee refuses or neglects to so protect, alter, or relocate Equipment within thirty (30) days after a second notice to the Grantee by the City, the City may break through, remove, alter, or relocate Equipment; and the Grantee shall pay to the City the reasonable, actual costs incurred in connection with such breaking through, removal, alteration, or relocation as described in the preceding paragraph.
- c) If the City determines at any time that any of the Grantee's Equipment poses a threat to the health, safety, or welfare of any Person or property, the City may order the Grantee to remove, relocate, or alter Grantee's Equipment. The Grantee shall promptly take action necessary to remedy any unsafe condition necessary to protect public health, safety, or welfare.
- d) The Grantee shall be entitled to an apportioned amount of state or federal funds made available to the City in conjunction with the relocation or protection of work. If two or more Telecommunications service providers are eligible for relocation reimbursement, then available funds shall be shared by those eligible providers by prorating the reimbursement based on the amount and value of Equipment or Facilities

relocated as a percentage of the total reimbursement to which each provider would be entitled.

e) The Grantee shall be given access to the Street plans and specifications, and any proposed modifications to such, in the possession of the City, subject to existing law.

8. Requested Relocation of Grantee Facilities. Except for the relocation of Facilities at the Grantee's expense to make way for new Street construction as specified above, if the City or any Person requests that the Grantee move, change, alter, or relocate Grantee's Facilities, then the City or Person requesting the relocation shall reimburse the Grantee for all such relocation costs. The cost of such relocation or removal shall include the cost of installing such Facilities in a new location, and the cost of any lands, or any rights or interest in lands, and any other rights, required to accomplish such relocation or removal. The cost of relocation or removal shall include the entire amount paid by Grantee properly attributable to such relocation or removal after deducting therefrom any increase in the value of the new Facility and any salvage value derived from the old Facility.

9. Street Closings. Nothing in this Ordinance waives or releases the rights of the City in and to the Streets. If all or part of the Streets are eliminated, discontinued, closed, or demapped in accordance with applicable law, the Franchise shall cease with respect to such Streets upon the later to occur of (a) the effective date that such Streets become eliminated, discontinued, closed, or demapped and any conditions specified by the City are met; or (b) in the case of any transfer of title to such Streets to a private Person, the closing date of such transfer. If the elimination, discontinuance, closing, or demapping of all or part of the Streets is undertaken for the benefit of any private Person, the City shall condition its consent to the elimination, discontinuance, closing, or demapping on the agreement of the private Person on (i) granting the Grantee the right to continue to occupy and use the Streets or (ii) reimbursing the Grantee for the reasonable costs of relocating the affected Equipment.

10. Quality. All work involved in the installation, maintenance, upgrade, repair, and removal of Equipment shall be performed in a safe, thorough, and reliable manner in accordance with industry, professional, state, and federal mandated standards and using materials of good and durable quality. If, at any time, it is determined by an agency or authority of competent jurisdiction that any Equipment is harmful to the health, safety, or welfare of any Person or property, then the Grantee, at its own cost and expense, shall promptly correct all such conditions.

11. Equipment to be Placed Underground. Grantee shall place its Equipment underground.

12. Restoration. Grantee shall, at its own cost and expense, replace, repair, or restore any damaged property as close as reasonably possible to its prior condition. Grantee shall be liable, at its own cost and expense, to

reasonably replace or repair, within a reasonable time to the condition that existed prior to the commencement of Grantee's activities, any Street or Structure thereon, thereunder, or thereover that may become disturbed or damaged as a direct result of the Grantee's activities. If Grantee does not commence such replacement or repair within a reasonable time period as agreed to by the parties and after notice by the City to the Grantee, the City may make such replacement or repair and the Grantee shall pay the reasonable cost of the same.

13. Compensation/PROW Use Fee. The City has imposed a PROW Use Fee in accordance with § 56468.1 (G) of the Code of Virginia, 1950, as amended. The City reserves the right to impose at any time on the Grantee any other fee or payment as may be allowed by federal or state law. The Grantee shall be obligated to pay the PROW Use Fee and/or any fee or payment authorized by federal or state law. The City has provided the Grantee appropriate notice of the PROW Use Fee as required by § 56468.1(G) of the Code of Virginia, 1950, as amended. If the PROW Use Fee is eliminated, discontinued, preempted, or otherwise is declared or becomes invalid, the Grantee and the City shall negotiate in good faith to determine fair and reasonable compensation to the City for use of the Streets by the Grantee for Equipment to provide Telecommunications Services.

14. No Credits or Deductions. The compensation and other payments to be made: (a) shall not be deemed to be in the nature of a tax, and (b) except as may be otherwise provided by § 56468.1 of the Code of Virginia, 1950, as amended, shall be in addition to any and all taxes or other fees or charges that the Grantee shall be required to pay to the City or to any state or federal agency or authority, all of which shall be separate and distinct obligations of the Grantee.

15. Reservation of Rights. No acceptance of any compensation payment by the City shall be construed as an accord and satisfaction that the amount paid is, in fact, the correct amount, nor shall such acceptance of any payment be construed as a release of any claim that the City may have for further or additional sums payable under the provisions of this Ordinance. All amounts paid shall be subject to audit and recomputation by the City.

16. Remedy for Underpayment. If (a) as a result of an audit or any other review, the City determines that the Grantee has not remitted all PROW Use Fees which the Grantee has received from Subscribers in any twelve (12) month period, and (b) the amounts due are undisputed or uncontested by the Grantee, then, in addition to making full payment of the relevant obligation, the Grantee shall pay the City the legal rate of interest as provided by state law on the past due obligation.

17. Liability Limitation. Neither the City nor its officials, employees, agents, attorneys, consultants, or

independent contractors shall be responsible to the Grantee for any liability as a result of or in connection with the protection, breaking through, movement, removal, alteration, or relocation of any Equipment by or on behalf of the Grantee or the City in accordance with this Franchise and in connection with any emergency related to the safety, health, and welfare of the public. However, nothing in this section shall waive any rights that the Grantee has against the City for any willful or negligent acts or omissions of the City.

18. No Obstruction. Except in the case of an emergency involving public safety, in connection with the installation, maintenance, upgrade repair, or removal of Equipment, the Grantee shall not obstruct the sidewalks, Streets, subways, railways, rivers, or other traffic to, from, or within the corporate limits of the City without the prior consent of the City. Equipment of the Grantee in the Streets shall be located so as to cause minimum interference with any use of the Streets and adjoining property. As soon as practicable, the Grantee shall notify the City Manager or Public Works Director or their designee of any emergency necessitating an obstruction under this section, and as necessary to protect the public health, safety, and welfare, Grantee shall coordinate its activities in responding to the emergency with the City Manager or Public Works Director or their designee.

19. Safety Precautions. At its own cost and expense, Grantee shall undertake to prevent accidents at its work sites in, at, or on the Streets, including the placing and maintenance of proper guards, fences, barricades, watchmen, and suitable and sufficient lighting, in accordance with federal and state law.

20. Emergency Activity. The City may, at any time, in case of fire, disaster, or other emergency, as determined by the City in its sole reasonable discretion, cut or move Equipment, in which event the City shall not incur any liability to the Grantee unless such liability is due to the negligent or willful acts or omissions of the City. The City will make every reasonable effort to consult with the Grantee prior to any such cutting or movement of Equipment, and Grantee shall be given the opportunity to perform such work itself. The City shall have the obligation to protect Grantee's Equipment to the maximum extent reasonable under the circumstances. Absent City negligence or willful misconduct, all costs to repair or replace such Equipment shall be borne by the Grantee.

21. Use of City Structures. This Franchise does not grant to the Grantee use of City-owned Structures. The terms and conditions of the Grantee's use of any City-owned Structure shall be set forth in a separate ordinance, agreement, lease, or other document, as appropriate.

22. Use of Grantee's Facilities. This Franchise grants to the City free use of up to six (6) fibers of Grantee's original Facilities. Grantee may enter into joint-use, conduit lease, or other agreements with any Person, including

the City, regarding use of Grantee's original or additional Facilities and charges therefor. Grantee shall not charge the City for any Grantee Facilities being utilized by the City for traffic signaling, lighting, police, fire, or any other public safety or governmental purposes as of the effective date of this Ordinance.

23. Licenses and Permits. Except during emergency situations, the Grantee will secure, prior to commencing construction activities, all necessary permits and licenses in connection with the Construction of Equipment within, on, over, or under the Streets. Prior to construction, the Grantee shall first file with the City plans showing the location of proposed Facilities in the City's ROW, including the depth of all Facilities. The location of the proposed Facilities shall be subject to review by the Director of Public Works or his designee who may impose such additional conditions, requirements, or restrictions as reasonably necessary to prevent or minimize interference with any Streets or other public places. During emergency situations, the Grantee may take all reasonable measures to restore service and alter its Equipment as necessary to ensure the health, safety, and welfare of the citizens of the City. Nothing in this Ordinance waives any City ordinance or regulation or the right of the City to require the Grantee to secure appropriate permits or approvals for use of the Streets.

24. Compliance with Laws; Licenses and Permits. The Grantee shall comply with all reasonable and lawful local laws, rules, regulations, orders, or other directives of the City issued pursuant to this Ordinance or with respect to the City's management of its Streets, provided they are applied in an equitable, nondiscriminatory fashion to all users of the Streets. The Grantee shall have the sole responsibility for obtaining all permits, licenses, and other forms of approval or authorization necessary to install, maintain, upgrade, repair, and remove Equipment within, on, over, and under the Streets.

25. Insurance Specifications. Throughout the Term, the Grantee shall, at its own expense, maintain a liability insurance policy or policies, in a form reasonably acceptable to the City. Within thirty (30) days of the effective date of this Ordinance and prior to the commencement of any work, and annually on the anniversary of this Ordinance, and without need of demand, Grantee shall provide certificates of insurance to the City demonstrating that the Grantee is maintaining the insurance requirements of this section. Each certificate shall include the City as an additional insured. Such policy or policies shall be issued by companies duly licensed to conduct business in the Commonwealth of Virginia. It is Grantee's responsibility to notify the City if the insurance is canceled or materially modified 30 days prior to such cancellation. Failure to so notify the City prior to such cancellation or modification

constitutes a material breach of this Ordinance. Such policy or policies shall insure the Grantee and the City and its officials, boards, commissions, council, elected officials, agents, and employees against liability including:

- (a) Commercial General Liability Insurance (including, but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury) with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for each occurrence; (limits may be satisfied with primary and/or excess coverage.); and
- (b) Commercial Automobile Liability Insurance with limits of at least One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for each occurrence; and
- (c) Workers' Compensation insurance as required by Virginia law; and
- (d) Employer's Liability insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

The foregoing minimum limitation shall not prohibit the Grantee from obtaining a liability insurance policy or policies in excess of such limitations.

26. Surety. The City shall require the Grantee to furnish the City with a form of surety to ensure faithful performance under this Ordinance in the amount of Eighty-Five Thousand and 00/100 Dollars (\$85,000.00). At Grantee's option, the form of the surety may be a performance bond, letter of credit, cash deposit, or cashier's check. Any required surety bond shall be written by a corporate surety or bank reasonably acceptable to the City and authorized to do business in the Commonwealth of Virginia. Grantee shall provide any required surety within thirty (30) days of the effective date of this Ordinance.

27. Bond Form. Any surety bond that may be required shall contain the following endorsements:

- (a) "This Bond shall be effective \_\_\_\_\_, 2014, and shall remain in full force and effect thereafter for a period of one (1) year and will automatically extend for additional one (1) year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee."

(b) "Neither cancellation, termination nor refusal by Surety to extend this Bond, nor inability of Principal to file a replacement Bond or replacement security for its obligations under said Ordinance, shall constitute a loss to the Obligee recoverable under this Bond."

28. Indemnification of City. The Grantee shall defend, indemnify, and hold harmless the City, its officials, employees, agents, and attorneys, from and against all liabilities, whether special, incidental, consequential, and all other reasonable damages, costs and expenses (including reasonable attorneys' fees) arising solely out of or in connection with the installation, maintenance, upgrade, repair, or removal of Equipment except to the extent that such liabilities, damages, costs, and expenses are caused by the City's negligence or willful misconduct. The City shall notify the Grantee within forty-five (45) days of any claims, demands, or actions ("Claims") covered by this indemnity after which the Grantee shall defend such Claims, provided that failure to give the above notice will not relieve the Grantee from its obligation to indemnify the City unless the Grantee is materially prejudiced by such failure. The Grantee shall be entitled to have sole control over the defense through counsel of its own choosing and over settlement of such Claim, and the City shall cooperate in the defense of such Claims. The City shall promptly notify the Grantee of any claim filed against the City which may be covered by this section. The foregoing indemnity obligations shall not apply to Claims arising from the negligence or willful misconduct of City; however, they shall apply to Claims arising from the joint negligence of the Grantee and City, provided that in such cases, the amount of the Claims for which the City shall be entitled to indemnification shall be limited to that portion attributable to the negligence or willful misconduct of the Grantee.

29. Statutory Indemnification. The City does not waive any indemnification that it has under the laws of the Commonwealth of Virginia.

30. Transfer of Franchise. The Grantee shall not transfer ownership or control of the System or Franchise without the prior written notice to the City. The Grantee, or its successor in interest, shall submit to the City, within forty-five (45) days after closing of the transaction, a written certification, executed by an authorized senior officer or executive of the Grantee, or its successor in interest, that subsequent to the transaction: (i) the Grantee or its successor in interest shall continue to hold all required certificates of public convenience and necessity, or such other successor authorization, issued by the Virginia State Corporation Commission; and (ii) the Grantee or its successor in interest shall continue to be bound by the terms and conditions of this Ordinance, including but not limited to, the liability insurance policy and performance bond/security fund requirements of Sections 25 through 27



of this Ordinance.

31. Termination Events. The City, at its option, may terminate this Ordinance upon any material breach hereof by the Grantee should the Grantee fail to correct such breach within ninety (90) days after receiving specific written notice of such material breach from the City, or if the breach cannot reasonably be corrected within ninety (90) days, within a reasonable time as agreed to by the parties.

32. Entire Ordinance. This Ordinance embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the City and Grantee with respect to the subject matter hereof, including, without limitation, all prior drafts of this Ordinance and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the City or the Grantee.

33. Delays and Failures Beyond Control of Grantee. Notwithstanding any other provision of this Ordinance, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Ordinance due to strike, war, or act of war (regardless of whether an actual declaration of war is made), insurrection, riot, act of public enemy, accident, fire, flood, or other act of God, technical failure, terrorism, sabotage, or other events, where the Grantee has exercised all due care in the prevention thereof. To the extent that such causes or other events are beyond the control of the Grantee and such delay in performance or failure to perform affects only part of the Grantee's capacity to perform, the Grantee shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Grantee agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible.

34. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations, or other direction or communication hereunder by any party to another shall be in writing sent to the following address:

CITY: City of Hampton, Virginia  
Attention: City Attorney  
Hampton City Hall, 8th Floor  
22 Lincoln Street  
Hampton, VA 23669

GRANTEE: Metro Fiber Networks, Inc.  
Attention: Gary H. Tarpley  
P.O. Box 1516  
435 Redoubt Road

Yorktown, VA 23692

35. Organization, Standing, Power, Authorization, and Enforceability. The Grantee is a Virginia corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to conduct business in the City. The Grantee has all requisite power and authority to execute, deliver and perform this Ordinance and all other agreements entered into or delivered in connection with or as contemplated hereby.

36. Binding Effect. This Ordinance shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors, permitted transferees, and assigns.

37. Headings; Other Terms. The headings contained in this Ordinance are to facilitate reference only, do not form a part of this Ordinance, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby", "herein", "hereof", "hereinafter", "hereunder", and "hereto" refer to this Ordinance as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires.

38. No Third-Party Beneficiary Rights. Nothing in this Franchise is intended to interfere with any tariffs, contracts, or other arrangements between the Grantee and a third party, or to create any third party beneficiary rights.

39. Effective Date. This Ordinance shall be in force from its passage.



City of Hampton, VA

Agenda Review

File Number: 14-0352

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0352

Request Number: R-2014-00381

File Type: Ordinance - Coded

Department: City Attorney

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Lendora Dale

Phone:

Requestor:

Phone:

Presenter: Capt. Jeff Walden, Animal Control  
Commander

Phone: 727-2816

Title: Ordinance To Amend And Reenact Chapter 5 Of The Code Of The City Of Hampton,  
Entitled "Animals", Article II "Agricultural Animals" By Amending Section 5-24.1(a) To  
Increase The Number Of Chickens Permitted On Lots With A Single Family Residence As  
The Primary Use From Four To Up To Six Chickens

Action Requested: Approve

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Redline

Date  
9/2/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

On August 14, 2013 the City Council for the City of Hampton, Virginia enacted new Section 5-24.1 "Location And Maintenance Of Domestic Chickens Generally" to Chapter 5 of the City Code allowing the keeping of up to four chickens on lots with a single family residence as the primary use and set forth guidelines on the keeping and maintenance of such chickens. The Ordinance, which became effective on October 1, 2013, included at Section 5-24.1 (m) a provision that required the City Council to review Section 5-24.1 one year after its implementation. Pursuant to that provision the City Council heard a report from the City Manager at the August 13, 2014 meeting of City Council. During the Public Comment. Several speakers asked that City Council increase the number of chickens from 4 to 6. Accordingly, City Council requested that the Animal Control Advisory Board make a recommendation as to whether to increase the number of chickens which may be kept on residential lots with single family residences as

the primary use from 4 to 6.

On August 21, 2014 the Animal Control Advisory Board voted to recommend that the number of chickens which may be kept on residential lots with single family residences as the primary use, be increased from 4 to 6.

LEGISLATION TEXT:

BE IT ORDAINED by the City Council of Hampton, Virginia, that the Code of the City of Hampton, Virginia, be amended and re-enacted to read as follows:

**Sec. 5-24.1 - Location and maintenance of domestic chickens generally.**

Except as specified in Section 5-24, it shall be unlawful for any person to keep domestic chickens within the city without first demonstrating compliance with this section and applying for and obtaining a permit to do so.

- (a) Up to six (6) chickens may be kept on lots with a single family residence as the primary use. No chickens shall be allowed on townhouse, duplex, condominium, apartment or manufactured housing park properties.
- (b) Only hens, no roosters, shall be kept.

....

1 Ordinance To Amend And Reenact Chapter 5 Of The Code Of The City Of Hampton, Entitled  
2 "Animals", Article II "Agricultural Animals" By Amending Section 5-24.1(a) To Increase The  
3 Number Of Chickens Permitted On Lots With A Single Family Residence As The Primary Use  
4 From Four To Up To Six Chickens  
5

6 **Sec. 5-24.1 - Location and maintenance of domestic chickens generally.**  
7

8 Except as specified in Section 5-24, it shall be unlawful for any person to keep domestic  
9 chickens within the city without first demonstrating compliance with this section and applying for  
10 and obtaining a permit to do so.

11 (a) Up to ~~four (4)~~ **six (6)** chickens may be kept on lots with a single family residence  
12 as the primary use. No chickens shall be allowed on townhouse, duplex,  
13 condominium, apartment or manufactured housing park properties.  
14

15 (b) Only hens, no roosters, shall be kept.

16 . . . .  
17



City of Hampton, VA

Agenda Review

File Number: 14-0350

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0350

Request Number: R-2014-00379

File Type: Resolution

Department: City Attorney

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Lendora Dale

Phone:

Requestor:

Phone:

Presenter: Leonard Sledge, Director, Economic Development

Phone: 728-5165

Title: Resolution Approving a Governor's Development Opportunity Fund Performance Agreement by and Among the City of Hampton, Virginia (the "City"), the Economic Development Authority of the City of Hampton (the "Authority") and Howmet Castings & Services, Inc. ("Howmet"); Approving a Grant of City Funds to the Authority to Match and Supplement the Governor's Opportunity Fund; and Transferring Proceeds Received From the Governor's Development Opportunity Fund Grant to the Authority.

Action Requested: Adopt resolution

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Alcoa GOF Performance Agreement

Date  
9/2/2014

Acting Body

Action  
Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

Howmet is expanding a new production line for advanced airfoils for the aerospace industry in Hampton, Virginia. This project is expected to create 75 new full-time jobs within a 36 month timeframe paying an annual salary before benefits of \$62,000. Also, within this timeframe Howmet is prepared to invest a minimum of \$25 million at its Hampton facility: \$1.025 million in construction and site improvements and \$23.975 million in new machinery and tools. The project will begin June 2014.

Howmet will utilize approximately 40,000 square feet of existing space and generate a significant amount of new machinery and tool tax revenue annually. While the Industrial Gas Turbine (IGT) industry is

declining and has resulted in employment loss over recent years, this product is seen as a way to help stabilize the plant in the near term and allow for potential future growth.

Working in partnership with VEDP and after consultation with Hampton City Council, staff presented Howmet with an incentive package with the terms and conditions outlined in the attached Performance Agreement. A summary of incentives and other public funds to be expended for this project is as follows:

### **State Incentives**

Governor's Opportunity Fund \$ 200,000

Virginia Investment Partnership Grant 450,000

Virginia Jobs Investment Program New Jobs Grants 112,500

Virginia Jobs Investment Program Retraining Grants 92,000

Enterprise Zone Job Grants 208,000 (up to)

Enterprise Zone Property Grants 100,000

Total State Incentives \$1,162,500

**City of Hampton Grant (Local Grant) \$ 837,500**

**Total Incentives and Other Public Funds \$2,000,000**

The Governor and Howmet/Alcoa announced the project on June 17, 2014. On September 16, 2014, the Economic Development Authority will consider a Resolution approving the execution of the GOF Performance Agreement and the City of Hampton Grant, subject to Council's decision.

LEGISLATION TEXT:

## **RESOLUTION**

**WHEREAS**, Howmet Castings & Services, Inc. ("Howmet"), a Delaware corporation authorized to transact business in the Commonwealth of Virginia, has announced the expansion of its production line and operation at its facility (the "Facility") located in Hampton, Virginia;

**WHEREAS**, the expansion is comprised of new materials, design, equipment and technology that will allow the manufacture of a new air foil for the aerospace industry thereby diversifying its production mix and providing an opportunity to stabilize the Facility's employment;



**WHEREAS**, Howmet plans to make a total capital investment of a minimum of \$25,000,000, of which \$23,975,000 will be invested in machinery and equipment, \$1,025,000 will be invested in construction and site improvements at the Facility, and will create 75 new jobs and retain 650 jobs;

**WHEREAS**, the Virginia Economic Development Partnership Authority has awarded a Governor's Development Opportunity Fund ("GOF") Grant to Howmet in the amount of \$200,000 for the purpose of inducing Howmet to expand its operation at the Facility in accordance with the Governor's Development Opportunity Fund Performance Agreement;

**WHEREAS**, the GOF Grant will be distributed to the Authority for purposes of workforce training at the Facility as permitted by Section 2.2-115(D) of the Virginia Code;

**WHEREAS**, subject to appropriation, the City of Hampton will appropriate funds to the Authority to match and supplement the GOF Grant in the amount of \$837,500 ("City Grant"), said City Grant to be disbursed as needed by the Authority to fulfill its obligations in accordance with the Governor's Development Opportunity Fund Performance Agreement and applied to offset costs associated with site improvements, build-out of the Facility or workforce training;

**WHEREAS**, the stimulation of the additional tax revenue and economic activity to be generated by Howmet's total capital investment and the creation of new employment opportunities constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the GOF Grant and the City Grant; and

**WHEREAS**, in order for the City to receive the GOF Grant from the Commonwealth of Virginia, a tri-party Governor's Development Opportunity Fund Performance Agreement is required between the City, the Authority and Howmet.

**NOW, THEREFORE, BE IT RESOLVED** by the Council for the City of Hampton as follows:

1. That it authorizes and directs the City Manager to execute, on behalf of the City of Hampton, Virginia, any and all documents necessary to effect and implement a Governor's Development Opportunity Fund Performance Agreement by and among the City of Hampton, Virginia, the Economic Development Authority of the City of Hampton, and Howmet Castings & Services, Inc.;
2. That, subject to appropriation, the City shall appropriate and disburse the City Grant in the sum of \$837,500 as needed by the Authority to fulfill its obligations in accordance with the Governor's Development Opportunity Fund Performance Agreement, and apply the funds accordingly; and
3. That upon receipt of the GOF Grant, the City will transfer the GOF Grant proceeds in the sum of \$200,000 to the Authority for distribution in accordance with the Governor's Development Opportunity Fund Performance Agreement.

Adopted at the regular meeting of the City Council of the City of Hampton, Virginia held on September 10, 2014.

**GOVERNOR'S DEVELOPMENT OPPORTUNITY FUND GRANT**

**CITY OF HAMPTON, VIRGINIA ECONOMIC DEVELOPMENT JOB CREATION  
AND INVESTMENT GRANT**

**PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** made and entered this \_\_\_\_ day of September, 2014, by and among the **CITY OF HAMPTON, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **HOWMET CASTINGS & SERVICES, INC.** (the "Company"), a Delaware corporation authorized to transact business in the Commonwealth, and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF HAMPTON, VIRGINIA** (the "Authority"), a political subdivision of the Commonwealth.

**WITNESSETH:**

WHEREAS, the Locality has been awarded a grant of and expects to receive \$200,000 from the Governor's Development Opportunity Fund (a "GOF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing the Company to expand, improve, equip and operate its manufacturing facility in the Locality (the "Facility"), thereby making a significant Capital Investment and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality wishes to make an Economic Development Job Creation and Investment Grant (the "Local Grant") for the purpose of inducing the Company to expand, improve, equip and operate the Facility, thereby making a significant Capital Investment and creating and Maintaining a significant number of New Jobs;

WHEREAS, the Locality is willing to provide the funds from the GOF Grant and the Local Grant (together, the "Grants") to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority and the Company desire to set forth their understanding and agreement as to the payout of the Grants, the use of the proceeds of the Grants, the obligations of the Company regarding Capital Investment and New Job creation, and the consequences of failure of the Company to qualify for all or part of the Grants under certain circumstances;

WHEREAS, the expansion, improvement, equipping and operation of the Facility will entail a capital expenditure of approximately \$25,000,000, of which approximately \$23,975,000 will be invested in machinery and equipment and approximately \$1,025,000 will be invested in the up-fit of the building;

WHEREAS, the expansion, improvement, equipping and operation of the Facility will further entail the creation and Maintenance of 75 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the Grants:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

## **Section 1.     Definitions.**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure by, or on behalf of, the Company in taxable real property, taxable tangible personal property, or both, at the Facility, excluding existing real property improvements. The Capital Investment must be in addition to the capital improvements at the Facility as of June 1, 2014. The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, and expected building up-fit by or on behalf of the Company will qualify as Capital Investment. The total expected capital expenditure of \$25,000,000 is referred to in this Agreement as the “Capital Investment.”

“Initial Performance Date” means December 31, 2017. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may agree to extend the Initial Performance Date by up to 15 months. If the Initial Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the Company and VEDP and the date to which the Initial Performance Date has been extended shall be the “Initial Performance Date” for the purposes of this Agreement.

“Interim Performance Date” means December 31, 2018, unless the Initial Performance Date has been extended. If the Initial Performance Date has been extended, the Interim Performance shall be one year after the new Initial Performance Date. Except as so noted, the Interim Performance Date is not subject to extension.

“Final Performance Date” means December 31, 2019, unless the Initial Performance Date has been extended. If the Initial Performance Date has been extended, the Final Performance Date shall be two years after the new Initial Performance Date. Except as so noted, the Final Performance Date is not subject to extension.

“Maintain” means that the New Jobs created pursuant to the GOF Grant will continue without interruption from the date of creation through the Initial Performance Date, the Interim Performance Date or the Final Performance Date, as applicable. Positions for the New Jobs will

be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes and (iii) other temporary work stoppages.

"New Job" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are paid by the Company for the employee, and for which the Company pays an average annual wage across all New Jobs, including overtime pay and bonus, of at least \$62,000. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs. Net new jobs in the Commonwealth for contractors or employees of contractors who provide dedicated full-time service to the Company may count as New Jobs, even though the Company is not directly paying the wages or providing fringe benefits, if the other conditions set forth in this paragraph have been satisfied. The New Jobs must be in addition to 650 full-time jobs at the Facility.

"Targets" means the Company's obligations to make Capital Investments at the Facility of at least \$25,000,000 and to create and Maintain at least 75 New Jobs, the aggregate average wage of which is at least \$62,000, at the Facility, all as of the Initial Performance Date. For purposes of the Grants, "Targets" also includes the Company's obligation to Maintain at least 75 New Jobs at the Facility as of the Interim Performance Date. For purposes of the Local Grant, "Targets" also includes the Company's obligation to Maintain at least 75 New Jobs and sustain the required Capital Investment at the Facility through the Final Performance Date.

"Virginia Code" means the Code of Virginia of 1950, as amended.

## **Section 2.     Targets.**

The Company will expand, improve, equip and operate the Facility in the Locality, make a Capital Investment of at least \$25,000,000, and create and Maintain at least 75 New Jobs at the Facility, all as of the Initial Performance Date. For purposes of the Grants, the Company also will Maintain at least 75 New Jobs at the Facility as of the Interim Performance Date. For purposes of the Local Grant, the Company also will Maintain at least 75 New Jobs and sustain the required Capital Investment at the Facility through the Final Performance Date.

The Locality and the Authority hereby strongly encourage the Company to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

The average annual wage of the New Jobs, including overtime pay and bonus, of at least \$62,000 is more than the prevailing average annual wage in the Locality of \$43,354. The

Locality is a high-unemployment locality, with an unemployment rate for 2013, which is the last year for which such data is available, of 7.0% as compared to the 2013 statewide unemployment rate of 5.5%. The Locality is a high-poverty locality, with a poverty rate for 2012, which is the last year for which such data is available, of 16.5% as compared to the 2012 statewide poverty rate of 11.8%.

### **Section 3. Disbursement of the Grants.**

(a) *GOF Grant:* By no later than October 31, 2014, the Locality will request the disbursement to it of the GOF Grant. If not so requested by the Locality by October 31, 2014, the provisions of this Agreement regarding the GOF Grant will terminate. The Locality and the Company will be entitled to reapply for a GOF Grant thereafter, based upon the terms, conditions and availability of funds at that time.

The GOF Grant in the amount of \$200,000 will be paid to the Locality, upon its request, and disbursed and used as set forth below:

(i) Within 30 days of its receipt of the GOF Grant proceeds, the Locality shall place the GOF Grant proceeds in escrow as an inducement to the Company to achieve the Targets at the Facility. For purposes of disbursement of the GOF Grant proceeds, such moneys shall be allocated as \$100,000 (50%) for the Company's Capital Investment Target and \$100,000 (50%) for its New Jobs Target.

(ii) No later than 30 days after the Initial Performance Date, the Company will provide notice and evidence reasonably satisfactory to the Locality and VEDP of the amount of Capital Investment made and the number of New Jobs created and Maintained by the Company at the Facility as of the Initial Performance Date. Such evidence will be subject to verification. The Company is required by Va. Code § 2.2-115 to make a Capital Investment of at least \$1,500,000 in the Facility and to create and Maintain at least 15 New Jobs at the Facility by the Initial Performance Date in order to be eligible for the GOF Grant. The number of New Jobs will be determined by comparing the actual number of jobs at the Facility meeting the criteria set forth in the definition of New Jobs over the base number of 650 full-time jobs. Failure by the Company to meet the statutory minimum eligibility requirements shall constitute a breach of this Agreement and the Locality shall repay the entire GOF Grant promptly to VEDP for redeposit into the Governor's Development Opportunity Fund.

(iii) The provisions of this subsection (iii) are applicable only if the Company has met the statutory minimum eligibility requirements set forth in subsection (ii). If the Company does not achieve at least 90% of its Capital Investment Target (\$22,500,000) or at least 90% of its New Jobs Target (68 New Jobs created and Maintained) as of the Initial Performance Date, the Locality will cause an amount of the GOF Grant proceeds allocated to the Target or Targets proportionate to the amount of the Target or Targets achieved by the Company to be disbursed to the Authority. For example, if the Company made \$20,000,000 in Capital Investment (80% of the Capital Investment Target) and created and Maintained 60 New Jobs (80% of the New Jobs Target) at the Initial

Performance Date, the prorated amount will be 80% of the moneys allocated to the Capital Investment Target (\$80,000) and 80% of the moneys allocated to the New Jobs Target (\$80,000). The Locality will repay the remaining GOF Grant proceeds promptly to VEDP for redeposit into the Governor's Development Opportunity Fund. Within 30 days of its receipt of the GOF Grant proceeds, the Authority will disburse the GOF Grant proceeds to the Company.

(iv) If the Company achieves at least 90% of its Capital Investment Target (\$22,500,000) and at least 90% of its New Jobs Target (68 New Jobs created and Maintained) as of the Initial Performance Date, the Company will provide notice and evidence reasonably satisfactory to the Locality and VEDP of the number of New Jobs Maintained through the Interim Performance Date no later than 30 days thereafter. Such evidence will be subject to verification.

(v) If the Company achieves at least 90% of its Capital Investment Target (\$22,500,000) and at least 90% of its New Jobs Target (68 New Jobs created and Maintained) as of the Initial Performance Date and Maintains at least 68 New Jobs through the Interim Performance Date, the Locality will cause the entire GOF Grant proceeds to be disbursed to the Authority. In the event that the Company achieves at least 90% the Targets as of the Initial Performance Date, but fails to Maintain at least 68 New Jobs through the Interim Performance Date, Locality will cause the entire amount of the GOF Grant proceeds allocated to the Capital Investment Target and an amount of the GOF Grant proceeds allocated to the New Jobs Target proportionate to the number of New Jobs Maintained through the Interim Performance Date to be disbursed to the Authority. For example, if the Company Maintains only 56 New Jobs (75% of the New Jobs Target) at the Interim Performance Date, the Locality will cause \$100,000 for the Capital Investment Target and \$75,000 (75% of \$100,000) for the New Jobs Target to be disbursed to the Authority. The Locality will repay the remaining GOF Grant proceeds promptly to VEDP for redeposit into the Governor's Development Opportunity Fund. Within 30 days of its receipt of the GOF Grant proceeds, the Authority will disburse the GOF Grant proceeds to the Company.

(vi) The Company will use the GOF Grant proceeds for workforce training at the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

(b) *Local Grant:* The Local Grant is based on the estimated amount of net new Machinery & Tools Tax directly resulting from this project over the base amount of Machinery & Tools Tax paid or to be paid by the Company in calendar year 2014 of \$1,426,257 (the "Base Amount"). The Local Grant will be disbursed by the Authority to Company and used as set forth below. The total amount of the Local Grant shall not exceed \$837,500:

(i) Upon verification of the achievement of both the Capital Investment Target and the New Jobs Target, the Authority will make three yearly payments according to the corresponding schedule and associated payouts as follows:

**Payment 1:** within 30 days of the Initial Performance Date, the lesser of \$502,500 or the net new aggregate Machinery & Tools Tax paid by the Company in calendar years 2015, 2016 and 2017 over the aggregate Base Amount in such years

**Payment 2:** within 30 days of the Interim Performance Date, the lesser of \$167,500 or the next new Machinery & Tools Tax paid by the Company in calendar year 2018, over the Base Amount

**Payment 3:** within 30 days of the Final Performance Date, the lesser of \$167,500 or the net new Machinery & Tools Tax paid by the Company in calendar year 2019 over the Base Amount

(ii) If the Company exceeds either the Capital Investment Target or the New Jobs Target, the Authority at its sole discretion can choose to accelerate the above payout schedule.

(iii) The Company shall use the Local Grant to offset costs associated with/related to capital investments, continued sustainability, or workforce development.

(iv) The \$837,500 Local Grant, and the corresponding payments of \$502,500, \$167,500 and \$167,500 assume that the Company has fully met the Targets as of the Initial Performance Date, the Interim Performance Date and the Final Performance Date, respectively, and that the Company has paid at least those amounts in net new Machinery & Tools Tax, over the Base Amount. For purposes of disbursement of the Local Grant proceeds, each installment of the Local Grant shall be allocated as 50% for the Company's Capital Investment Target and 50% for its New Jobs Target. If the Company has not fully achieved and Maintained or sustained the Targets as of the Initial Performance Date, the Interim Performance Date or the Final Performance Date, the installment payment of the Local Grant due as of that date shall be reduced by an amount proportional to the Target or Targets for which there is a shortfall. For example, and assuming that the full installments would otherwise be due, if the Company has sustained only \$15,000,000 of Capital Investment at the Interim Performance Date (60% of the Capital Investment Target) and has created and Maintained only 56 New Jobs at the Interim Performance Date (75% of the New Jobs Target), the Locality will cause the \$167,500 payment to be reduced to \$113,062.50 ( $\$167,500 \times .50 \times .60 = \$50,250.00$  /  $\$167,500 \times .50 \times .75 = \$62,812.50$  /  $\$50,250.00 + \$62,812.50 = \$113,062.50$ ).

#### **Section 4. Break-Even Point; State and Local Incentives.**

VEDP has estimated that the Commonwealth will reach its "break-even point" by the Interim Performance Date. The break-even point compares new revenues realized as a result of the Capital Investment and New Jobs at the Facility with the Commonwealth's expenditures on incentives, including but not limited to the GOF Grant. With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:



<u>Category of Incentive:</u>	<u>Total Amount</u>
GOF Grant	\$200,000
Virginia Investment Partnership (“VIP”) Grant	450,000
Virginia Jobs Investment Program (“VJIP”) (Estimated)	112,500
VJIP Retraining Grant (Estimated)	92,000
Enterprise Zone Job Creation Grant (“EZJCG”)(Estimated)	208,000
Enterprise Zone Real Property Improvement Grant (“EZRPIG”)(Estimated)	100,000

The Locality expects to provide the following incentives, as matching grants or otherwise, for the Facility:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Local Grant (Estimated) (Up To)	\$837,500

If, by the Interim Performance Date, the funds disbursed or committed to be disbursed by the Locality to the Company total less than the \$200,000 GOF Grant local match requirement, the Locality, subject to appropriation, will make an additional grant to the Company of the difference at the Interim Performance Date, so long as the Company has met its Targets.

The proceeds of the GOF Grant and the Local Grant shall be used for the purposes described in Section 3. The proceeds of the VIP Grant may be used by the Company for any lawful purpose. The VJIP and the VJIP Retraining Grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs. The EZJCG and the EZRPIG proceeds may be used by the Company for any lawful purpose.

#### **Section 5. Inability to Comply.**

If the Locality or VEDP shall determine at any time prior to the Initial Performance Date (a “Determination Date”) that the Company is unable or unwilling to meet and Maintain its Targets by and through the Initial Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, the Locality must, then, repay the GOF Grant proceeds held in escrow promptly to VEDP for redeposit into the Governor’s Development Opportunity Fund. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates the Company will be unable or is unwilling to satisfy the Targets for the GOF Grant.

#### **Section 6. Company Reporting.**

The Company shall provide, at the Company’s expense, detailed verification reasonably satisfactory to the Locality, the Authority and VEDP of the Company’s progress on the Targets. Such progress reports will be provided annually, starting at March 31, 2015, and covering the

period through the prior December 31. Further, the Company shall provide progress reports at such other times as the Locality, the Authority or VEDP may reasonably require. If the Company wishes to count as New Jobs employees of contractors, to the extent permitted in the definition of "New Jobs" in Section 1 above, the Company is responsible for assembling and distributing the documentation necessary to verify such New Jobs, including whether such jobs are net New Jobs in the Commonwealth.

With each such progress report, the Company shall report to VEDP the amount paid by the Company in the prior calendar year in Virginia corporate income tax. VEDP has represented to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

## **Section 7.     Notices.**

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

if to the Company, to:

Howmet Castings & Services, Inc.  
One Howmet Drive  
Hampton, VA 23661  
Attention: Plant Manager

with a copy to:

Alcoa Inc.  
201 Isabella Street  
Pittsburgh, PA 15212  
Attention: General Counsel

if to the Locality, to:

City of Hampton, Virginia  
22 Lincoln Street  
Hampton, VA 23669  
Attention: City Manager

with a copy to:

City of Hampton, Virginia  
22 Lincoln Street  
Hampton, VA 23669  
Attention: City Attorney

if to the Authority, to:

Economic Development Authority of  
the City of Hampton, Virginia  
One Franklin Street, Suite 600 Hampton, VA  
23669  
Attention: Chair

with a copy to:

Economic Development Authority of  
the City of Hampton, Virginia  
One Franklin Street, Suite 600  
Hampton, VA 23669  
Attention: Authority Counsel

if to VEDP, to:

Virginia Economic Development Partnership

with a copy to:

Virginia Economic Development Partnership

901 East Byrd Street, 19<sup>th</sup> Floor  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Attention: President and CEO

901 East Byrd Street, 19<sup>th</sup> Floor  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Attention: General Counsel

**Section 8. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among the parties hereto as to the GOF Grant and the Local Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Locality, the Authority and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Hampton, and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Performance Agreement as of the date first written above.

**CITY OF HAMPTON, VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ECONOMIC DEVELOPMENT  
AUTHORITY OF THE CITY OF  
HAMPTON, VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**HOWMET CASTINGS & SERVICES,  
INC.**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0348**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

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File Number: **14-0348**

Request Number: **R-2014-00304**

File Type: **Appointment**

Department: **Clerk of Council**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

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Created By: **Katherine K. Glass, CMC**

Phone:

Requestor: **Katherine K. Glass**

Phone: **757-727-6315**

Presenter: **N/A**

Phone:

Title: **to consider an appointment to the Grievance Board**

Action Requested: **discuss in the afternoon, appoint in the evening**

Estimated Time: **10 minutes**

Indicators:

Advertised:

Fiscal Notes:

Attachments:

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Date	Acting Body	Action
9/2/2014		Received By Clerk's Office

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**BRIEF BACKGROUND STATEMENT:**

Teresa Schmidt was serving on the Grievance Board in a term to expire on June 30, 2016. She was elected to the Hampton City Council and has resigned from the Board so a replacement needs to be named to fill the unexpired portion of her term.

Additionally, Bob Killen has resigned as an alternate and also resides in Williamsburg so Council should address this vacancy by the appointment of another alternate.

Council may wish to fill Councilwoman Schmidt's vacancy with someone from the list of alternates: George E. Gaynor; Ralph A. Heath, III; Kim Humphrey; Pat Minetti; Vickie R. Williams; William H. Benson, Jr.; and Brian T. Kelly or from another applicant in the Board Bank.





**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0365**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

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File Number: **14-0365**

Request Number: **R-2014-00376**

File Type: **Appointment**

Department: **Clerk of Council**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

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Created By: **Joy Mautz**

Phone:

Requestor: **Joy Mautz**

Phone: **757-727-6891**

Presenter: **N/A**

Phone:

Title: **to consider an appointment to the Hampton Parking Authority**

Action Requested: **discuss in the afternoon, appoint in the evening**

Estimated Time: **10 minutes**

Indicators:

Advertised:

Fiscal Notes:

Attachments:

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Date	Acting Body	Action
9/4/2014		Received By Clerk's Office

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**BRIEF BACKGROUND STATEMENT:**

Victor Hellman retired effective March 1, 2014. The Hampton City School Board has asked Suzanna Scott, Deputy Superintendent, to fill his unexpired term.





City of Hampton, VA

Agenda Review

File Number: 14-0366

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0366

Request Number: R-2014-00378

File Type: Appointment

Department: Clerk of Council

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Joy Mautz

Phone:

Requestor: Joy Mautz

Phone: 757-727-6315

Presenter: N/

Phone:

Title: to consider appointments to the Golf Course Advisory Committee

Action Requested: discuss in the afternoon, appoint in the evening

Estimated Time: 10 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments:

Date	Acting Body	Action
9/4/2014		Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

Roland White has completed two consecutive terms that will expire on September 30, 2014. Council is being asked to appoint a replacement to serve in a four year term to expire September 30, 2018.

A. G. Womble and Pat Uribes have first terms which will expire on September 30, 2014. They are both eligible for reappointment to a second four year term which will expire on September 30, 2018.

There are also individuals in the Board Bank who have expressed a desire to serve on this board. Those applications are being provided to Council.





**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0367**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: **14-0367**

Request Number: **R-2014-00410**

File Type: **Appointment**

Department: **Clerk of Council**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

Created By: **Katherine K. Glass, CMC**

Phone:

Requestor: **Katherine K. Glass**

Phone: **757-727-6315**

Presenter: **N/A**

Phone:

Title: **to consider an appointment to the Finance Committee**

Action Requested: **discuss in the afternoon, appoint in the evening**

Estimated Time: **5 minutes**

Indicators:

Advertised:

Fiscal Notes:

Attachments: **Ad**

Date	Acting Body	Action
9/4/2014		Received By Clerk's Office

**BRIEF BACKGROUND STATEMENT:**

A vacancy exists on the Finance Committee. The vacancy was advertised in the Daily Press on Thursday, July 31; Sunday, August 3; and Thursday, August 7. Additionally an e-mail was sent to individuals who have previously expressed interest in the Finance Committee.

Council may wish to fill this vacancy on September 10 or may wish to pursue additional interested individuals.



**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0380**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

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File Number: **14-0380**

Request Number: **R-2014-00413**

File Type: **Appointment**

Department: **Clerk of Council**

Introduced: **9/10/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **Received By Clerk's Office**

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Created By: **Katherine K. Glass, CMC**

Phone:

Requestor: **Katherine K. Glass**

Phone: **757-727-6315**

Presenter: **N/A**

Phone:

Title: **to consider an appointment to the Arts Commission.**

Action Requested: **discuss in the afternoon, appoint in the evening**

Estimated Time: **5 minutes**

Indicators:

Advertised:

Fiscal Notes:

Attachments:

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Date	Acting Body	Action
9/5/2014		Received By Clerk's Office

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**BRIEF BACKGROUND STATEMENT:**

In July, Council reappointed Jackie Merritt and James Dees and appointed Buena Reese and Patrice Billingsley. One vacancy remains which Council is being asked to fill.



**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0246**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: **14-0246**

Request Number: **R-2014-00261**

File Type: **Appointment**

Department: **Clerk of Council**

Introduced: **7/9/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **No Action Required**

Created By: **Joy Mautz**

Phone:

Requestor: **Joy Mautz**

Phone: **757-727-6891**

Presenter: **N/A**

Phone:

Title: **to consider the appointment of council liaisons to various Boards, Commissions and Committees.**

Action Requested: **discuss in the afternoon, appoint in the evening**

Estimated Time: **10 minutes**

Indicators:

Advertised:

Fiscal Notes:

Attachments: List of Potential Vacancies

Date	Acting Body	Action
8/13/2014	Evening Session	Deferred (9/10/2014)
	Ayes: 7 - Linda Curtis, W. H. "Billy" Hobbs, Jr., Will Moffett, Teresa V. Schmidt, Chris Snead, Donnie R. Tuck, George E. Wallace	
	Nays: 0	
	Abstain: 0	
	Out: 0	
8/13/2014	Afternoon Session	No Action Required
7/9/2014	Evening Session	Deferred (8/13/2014)
	Ayes: 7 - Linda Curtis, W. H. "Billy" Hobbs, Jr., Will Moffett, Teresa V. Schmidt, Chris Snead, Donnie R. Tuck, George E. Wallace	
	Nays: 0	
	Abstain: 0	
	Out: 0	
7/9/2014	Afternoon Session	No Action Required

6/2/2014

Received By Clerk's Office

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**BRIEF BACKGROUND STATEMENT:**

There are many Boards, Commissions and Committees where members of Council serve as liaisons. traditionally, after a new Council is seated, these assignments are considered and reassignments and replacements are made.

Council is being asked to appoint successors for the liaison responsibilities of former Councilmember Stuart and to consider any other changes they wish to accomplish.

### Vacancies Existing

Hampton Arts Commission – Chris Stuart

VML – Environmental Quality Policy Committee – Chris Stuart

National Aeronautics Support Team (NAST) – Chris Stuart

Hampton Tourism Advisory Committee – Chris Stuart

Greater Peninsula Workforce Development Consortium (Alternate) – Chris Stuart

Cultural Alliance of Greater Hampton Roads – Chris Stuart

Office of Human Affairs – Chris Stuart

### May Wish to Change

Town & Gown – Donnie Tuck, Billy Hobbs (Alternate)

Hampton Roads Regional Jail Authority – Chris Snead & Donnie Tuck (Alternate)

Virginia Living Museum – Donnie Tuck

Hampton FADA – Chris Snead, Will Moffett

Office of Human Affairs – Chris Snead, Billy Hobbs, George Wallace

Finance Committee – Chris Snead, Linda Curtis

Virginia First Cities – Chris Snead

Greater Workforce Development Consortium – Billy Hobbs

Hampton Tourism Advisory Committee – Billy Hobbs

Hampton Clean City Commission - Billy Hobbs

Hampton Arts Commission – Billy Hobbs (Alternate)

Peninsula Public Sports Facility Authority – Billy Hobbs, Will Moffett (Alternate)

Virginia Peninsula Chamber of Commerce – Billy Hobbs



FEMA Emergency & Food Shelter Program – Will Moffett

Hampton Roads Planning District Commission (HRPDC) – Will Moffett, George Wallace

Hampton Roads Transportation Planning Organization (HRTPO) – George Wallace, Will Moffett (Alternate)

Hampton Roads Air Quality Control Committee (HRAQC) – George Wallace

National Aeronautics Support Team (NAST) – Will Moffett

Hampton Military Affairs Committee – Will Moffett

Hampton Military History Foundation – Will Moffett

1619 Commission – Will Moffett

Purchasing & Procurement Oversight Committee (PPOC) – Linda Curtis

Mayor's Committee for People with Disabilities – George Wallace

Hampton Roads Military and Federal Facilities Alliance (HRMFFA) – George Wallace

Peninsula Airport Commission – George Wallace

Planning Commission – Chris Snead



City of Hampton, VA

Agenda Review

File Number: 14-0379

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: 14-0379

Request Number: R-2014-00412

File Type: Appointment

Department: Clerk of Council

Introduced: 9/10/2014

Date of Final Action:

Enactment Number:

Effective:

Status: Received By Clerk's Office

Created By: Katherine K. Glass, CMC

Phone:

Requestor: Katherine K. Glass

Phone: 757-727-6315

Presenter: N/A

Phone:

Title: to consider the appointment of a delegate, delegate alternate, and staff assistant to be the voting representative of Hampton at the Urban Section meeting of the Virginia Municipal League.

Action Requested: discuss in the afternoon, appoint in the evening

Estimated Time: 5 minutes

Indicators:

Advertised:

Fiscal Notes:

Attachments: Information

Date

Acting Body

Action

9/5/2014

Received By Clerk's Office

BRIEF BACKGROUND STATEMENT:

The Urban Section of the Virginia Municipal League (VML) will meet on October 7th at the VML Annual Conference. Council is asked to designate a voting delegate, delegate alternate and staff assistant.



**City of Hampton, VA**

**Agenda Review**

**File Number: 14-0274**

22 Lincoln Street  
Hampton, VA 23669  
[www.hampton.gov](http://www.hampton.gov)

File Number: **14-0274**

Request Number: **R-2014-00291**

File Type: **Appointment**

Department: **Clerk of Council**

Introduced: **6/11/2014**

Date of Final Action:

Enactment Number:

Effective:

Status: **No Action Required**

Created By: **Joy Mautz**

Phone:

Requestor: **Joy Mautz**

Phone: **757-727-6891**

Presenter: **N/A**

Phone:

Title: **to consider an appointment to the Hampton Redevelopment and Housing Authority (HRHA)**

Action Requested: **discuss in the afternoon, appoint in the evening**

Estimated Time: **10 minutes**

Indicators:

Advertised:

Fiscal Notes:

Attachments:

Date	Acting Body	Action
6/11/2014	Evening Session	Deferred (9/10/2014)
	Ayes: 7 - Linda Curtis, W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace	
	Nays: 0	
	Abstain: 0	
	Out: 0	
6/11/2014	Afternoon Session	No Action Required
6/6/2014		Received By Clerk's Office

**BRIEF BACKGROUND STATEMENT:**

Eleanor Brown's second term expires on June 30, 2014. She is ineligible for reappointment. Council is being asked to appoint a replacement to a four year term to expire June 30, 2018.

There are individuals in the Board Bank who have expressed a desire to serve on this board. Those applications are being provided to Council.

